

Return to:

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Attorneys for Plaintiff  
Humboldt Bay Harbor, Recreation,  
and Conservation District

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF HUMBOLDT

THE HUMBOLDT BAY HARBOR, RECREA-  
TION, AND CONSERVATION DISTRICT,

Plaintiff,

v.

LOUISIANA PACIFIC CORPORATION,  
a corporation; THE STATE  
OF CALIFORNIA; DOES 1 through  
XX, inclusive; and all other  
persons unknown, claiming any  
right, title, estate, lien or  
interest in the Complaint ad-  
verse to Plaintiff's ownership  
or any cloud upon Plaintiff's  
title,

Defendants.

No. 59058

JUDGMENT ON STIPULATION  
FOR ENTRY OF JUDGMENT

2371

RECORDED AT REQUEST OF  
SCOTT, SCOTT & PAVLICH

VOL. 1725 OFFICIAL RECORDS PG 1075

FEB 8 4 10 PM '84

HUMBOLDT COUNTY RECORDS  
GRACE J. DEBORDER

DEPUTY  
FEE \$ none

(13)

In the above entitled cause, plaintiff Humboldt Bay  
Harbor, Recreation, and Conservation District and defendants  
Louisiana Pacific Corporation and the State of California through  
their respective counsel having stipulated that judgment be  
entered in accordance with the certain Stipulation for Entry of  
Judgment on file herein and that each party bear its own costs and  
expenses,

823  
WS-3.1

DONALD R. MICHAEL  
COUNTY CLERK  
FEB - 3 1984  
By CAROLE MOMMER  
DEPUTY

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED THAT:

A. Plaintiff Humboldt Bay Harbor, Recreation, and Conservation District is the fee owner, as trustee for the benefit of the public by virtue of Chapter 1283 of the Statutes of 1970, as amended, subject to the reversionary interest and all other rights and interests reserved to defendant State of California pursuant to said Chapter 1283, of all of the property described in the complaint herein ("the Property") located bayward and east of the following described line, which line describes (1) the line of mean low water as said line existed in its last natural condition along these portions of the Property which were patented into private ownership, subject to the public trust easement for commerce, navigation and fishing, by the patent for Tideland Survey No. 75, and (2) the line of mean high water as said line existed in its last natural condition along those portions of the Property which were not patented into private ownership by the patent for Tideland Survey No. 75:

Beginning at the intersection of the mean high water line, as said line existed in the year 1870, with the easterly extension of the east-west quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears South 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California coordinates of N 542832.25, E 1392231.11. Thence along said easterly extension South 88° 32' 46" East 82.34 feet to the mean low water

line as it existed in the year 1870.

Thence Northerly along said tide line the following courses:

North 10° 44' 00" East 204 feet;

North 06° 44' East 145 feet;

North 07° 11' East 128 feet;

North 12° 47' East 221 feet;

North 20° 52' East 298 feet;

North 21° 39' East 1352 feet;

North 18° 21' East 416.67 feet to a point on

the easterly extension of the North line of

said Section 21 which lies South 88° 32' 46"

West 2345.38 feet from the northwest corner of

said Section 21, said section corner having

California Coordinates of N 545469.83; E

1392296.45;

Thence North 88° 32' 46" West 156.47 feet along

the North line of said Section 21 to a point

South 88° 32' 46" East 2188.91 feet from the

northwest corner of said Section 21, said point

being the intersection of mean high water line

as it existed in 1870 and the north line of

Section 21;

Thence Northerly along said mean high water line the following courses:

North 20° 19' East, 207.37 feet,

North 23° 14' East, 254. feet,

North 27° 55' East, 132. feet,

1	North 37° 57' East, 75. feet,
2	North 28° 13' East, 140. feet,
3	North 23° 28' East, 231. feet,
4	North 30° 28' East, 79. feet,
5	North 14° 02' East, 124. feet,
6	North 21° 09' East, 213. feet,
7	North 24° 44' East, 98. feet,
8	North 11° 32' East, 150. feet,
9	North 24° 01' East, 192. feet,
10	North 45° 34' East, 71. feet,
11	North 25° 41' East, 88. feet,
12	North 27° 03' East, 161. feet,
13	North 55° 07' East, 451. feet,
14	North 41° 59' East, 135. feet,
15	North 58° 14' East, 49. feet,
16	North 38° 40' East, 45. feet,
17	North 38° 30' East, 512. feet,
18	North 48° 46' East, 118. feet,
19	North 74° 35' East, 30. feet,
20	North 19° 17' East, 42. feet,
21	North 78° 41' East, 36. feet,
22	North 03° 32' East, 97. feet,
23	North 34° 45' East, 119. feet,
24	North 46° 58' East, 41. feet,
25	North 59° 56' East, 44. feet,
26	North 39° 42' East, 69. feet,
27	North 24° 20' East, 46. feet,
28	North 54° 35' East, 55. feet,



- 1 North 59° 09' East, 84. feet,
- 2 North 33° 41' East, 79. feet,
- 3 North 27° 10' East, 85. feet,
- 4 North 62° 25' East, 76. feet,
- 5 North 69° 46' East, 40. feet,
- 6 North 40° 06' East, 50. feet,
- 7 North 31° 55' East, 72. feet,
- 8 North 54° 08' East, 102. feet,
- 9 North 79° 20' East, 70. feet,
- 10 South 88° 19' East, 34. feet,
- 11 North 72° 21' East, 92. feet,
- 12 North 56° 07' East, 84. feet,
- 13 North 52° 31' East, 38. feet,
- 14 North 19° 23' East, 114. feet,
- 15 North 65° 46' East, 44. feet,
- 16 North 80° 59' East, 83. feet,
- 17 North 76° 10' East, 67. feet,
- 18 North 72° 15' East, 52. feet,
- 19 North 51° 08' East, 172. feet,
- 20 North 54° 36' East, 140. feet,
- 21 North 47° 44' East, 89. feet,
- 22 North 60° 42' East, 47. feet,
- 23 North 25° 46' East, 97. feet,
- 24 North 52° 18' West, 28. feet,
- 25 North 68° 50' West, 33. feet,
- 26 North 41° 30' East, 35. feet,
- 27 North 59° 02' East, 58 feet,
- 28 North 28° 37' East, 63. feet,

1 North 31° 09' East, 157. feet,  
2 North 46° 08' East, 107. feet,  
3 North 61° 11' East, 46. feet,  
4 North 57° 10' East, 37. feet,  
5 North 66° 24' East, 95. feet,  
6 North 60° 28' East, 34 feet to a point having  
7 California Coordinates N 550225.92, E  
8 1398417.45, said point also bears South 57° 08'  
9 22" East 814.16 feet from the northwest corner  
10 of Section 15, T5N, R1W, H.B.&M., as shown in  
11 Book 10 of Surveys, Page 74, Humboldt County  
12 Records, said Section Corner having California  
13 Coordinates N 550667.68, E 1397733.56;  
14 Thence North 45° 53' East 32.08 feet to the  
15 U.S. meander line of said Section 15, as shown  
16 on the official township plat prepared by the  
17 U.S. General Land Office.  
18 Bearings and distances herein are based on the  
19 California Coordinate System, Zone 1.

20 B. Defendant Louisiana Pacific Corporation is fee  
21 owner, free of the public trust easement for commerce, navigation  
22 and fishery, of all of the property described in the complaint  
23 herein located landward and west of the line of mean high water as  
24 said line existed in its last natural condition, which line is  
25 described as follows:

26 Beginning at the intersection of the mean high  
27 water line, as said line existed in the year  
28 1870, with the east-west quarter section line

of Section 21, T5N, R1W, H.B.&M. Said intersection bears S 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates N 542832.25, E 1392231.11.

Thence Northerly along said tide line the following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,  
North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,  
North 19° 52' East 165. feet,  
North 23° 21' East 207. feet,  
North 21° 14' East 188. feet,  
North 11° 14' East 159. feet,  
North 24° 20' East 126. feet,  
North 39° 32' East 82. feet,  
North 25° 18' East 143. feet,  
North 13° 56' East 137. feet,  
North 3° 11' East 72. feet,  
North 21° 24' East 263. feet,  
North 14° 27' East 337. feet,  
North 20° 19' East, 308. feet,  
North 23° 14' East, 254. feet,  
North 27° 55' East, 132. feet,

1	North 37° 57' East, 75. feet,
2	North 28° 13' East, 140. feet,
3	North 23° 28' East, 231. feet,
4	North 30° 28' East, 79. feet,
5	North 14° 02' East, 124. feet,
6	North 21° 09' East, 213. feet,
7	North 24° 44' East, 98. feet,
8	North 11° 32' East, 150. feet,
9	North 24° 01' East, 192. feet,
10	North 45° 34' East, 71. feet,
11	North 25° 41' East, 88. feet,
12	North 27° 03' East, 161. feet,
13	North 55° 07' East, 451. feet,
14	North 41° 59' East, 135. feet,
15	North 58° 14' East, 49. feet,
16	North 38° 40' East, 45. feet,
17	North 38° 30' East, 512. feet,
18	North 48° 46' East, 118. feet,
19	North 74° 35' East, 30. feet,
20	North 19° 17' East, 42. feet,
21	North 78° 41' East, 36. feet,
22	North 03° 32' East, 97. feet,
23	North 34° 45' East, 119. feet,
24	North 46° 58' East, 41. feet,
25	North 59° 56' East, 44. feet,
26	North 39° 42' East, 69. feet,
27	North 24° 20' East, 46. feet,
28	North 54° 35' East, 55. feet,

- 1 North 59° 09' East, 84. feet,
- 2 North 33° 41' East, 79. feet,
- 3 North 27° 10' East, 85. feet,
- 4 North 62° 25' East, 76. feet,
- 5 North 69° 46' East, 40. feet,
- 6 North 40° 06' East, 50. feet,
- 7 North 31° 55' East, 72. feet,
- 8 North 54° 08' East, 102. feet,
- 9 North 79° 20' East, 70. feet,
- 10 South 88° 19' East, 34. feet,
- 11 North 72° 21' East, 92. feet,
- 12 North 56° 07' East, 84. feet,
- 13 North 52° 31' East, 38. feet,
- 14 North 19° 23' East, 114. feet,
- 15 North 65° 46' East, 44. feet,
- 16 North 80° 59' East, 83. feet,
- 17 North 76° 10' East, 67. feet,
- 18 North 72° 15' East, 52. feet,
- 19 North 51° 08' East, 172. feet,
- 20 North 54° 36' East, 140. feet,
- 21 North 47° 44' East, 89. feet,
- 22 North 60° 42' East, 47. feet,
- 23 North 25° 46' East, 97. feet,
- 24 North 52° 18' West, 28. feet,
- 25 North 68° 50' West, 33. feet,
- 26 North 41° 30' East, 35. feet,
- 27 North 59° 02' East, 58 feet,
- 28 North 28° 37' East, 63. feet,

North 31° 09' East, 157. feet,  
North 46° 08' East, 107. feet,  
North 61° 11' East, 46. feet,  
North 57° 10' East, 37. feet,  
North 66° 24' East, 95. feet,  
North 60° 28' East, 34 feet to a point having  
California Coordinates N 550225.92, E  
1398417.45, said point also bears South 57° 08'  
22" East 814.16 feet from the northwest corner  
of Section 15, T5N, R1W, H.B.&M., as shown in  
Book 10 of Surveys, Page 74, Humboldt County  
Records, said Section Corner having California  
Coordinates N 550667.68, E 1397733.56;  
Thence North 45° 53' East 32.08 feet to the  
U.S. meander line of said Section 15, as shown  
on the official township plat prepared by the  
U.S. General Land Office.  
Bearings and distances herein are based on the  
California Coordinate System, Zone 1.

C. Defendant Louisiana Pacific Corporation is the owner  
of the fee interest, subject to the public trust easement for  
commerce, navigation and fishery, of that portion of the Property  
which was patented into private ownership by the patent for  
Tideland Survey No. 75, which portion is described as follows:

Beginning at the intersection of the mean high  
water line, as said line existed in the year  
1870, with the easterly extension of the  
east-west quarter section line of Section 21,

T5N, R1W, H.B.&M. Said intersection bears  
South 88° 32' 46" East 1472.10 feet from the  
west quarter section corner of said Section  
21. Said corner having California Coordinates  
of N 542832.25, E 1392231.11.

Thence Northerly along said tide line the  
following courses:

North 12° 52' West 26. feet,

North 0° 56' East 248. feet,

North 8° 00' West 180. feet,

North 13° 33' West 85. feet,

North 9° 28' East 36. feet,

North 66° 44' East 109. feet,

North 24° 06' East 167. feet,

North 19° 52' East 165. feet,

North 23° 21' East 207. feet,

North 21° 14' East 188. feet,

North 11° 14' East 159. feet,

North 24° 20' East 126. feet,

North 39° 32' East 82. feet,

North 25° 18' East 143. feet,

North 13° 56' East 137. feet,

North 3° 11' East 72. feet,

North 21° 24' East 263. feet,

North 14° 27' East 337. feet,

Thence North 20° 19' East 100.63 feet to a

point on the North line of said Section 21.

Said point being South 88° 32' 46" East 2188.91

feet from the Northwest corner of said Section 21. Said section corner having California Coordinates of N 545469.83, E 1392296.45; Thence South  $88^{\circ} 32' 46''$  East along the north line of said Section 21 a distance of 156.47 feet to the mean low water line as it existed in the year 1870.

Thence Southerly along said line the following courses:

South  $18^{\circ} 21'$  West 416.67 feet;

South  $21^{\circ} 36'$  West 1352 feet;

South  $20^{\circ} 52'$  West 298 feet;

South  $12^{\circ} 47'$  West 221 feet;

South  $07^{\circ} 11'$  West 128 feet;

South  $06^{\circ} 49'$  West 145 feet;

South  $10^{\circ} 44'$  West 204 feet to the intersection of the easterly extension of the east-west quarter section line of aforesaid Section 21.

Said intersection bears South  $88^{\circ} 32' 46''$  East 1554.44 feet along said extension from the west quarter section corner of said Section 21 which has California Coordinates of N 542832.25, E 1392231.11;

Thence along said easterly extension North  $88^{\circ} 32' 46''$  West 82.34 feet to the point of beginning.

Bearings and distances herein are based on the California Coordinate System, Zone 1.



1 D. Plaintiff Humboldt Bay Harbor, Recreation, and  
2 Conservation District is the owner, as trustee for the benefit of  
3 the public by virtue of Chapter 1283 of the Statutes of 1970, as  
4 amended, subject to the reversionary interest and all other rights  
5 and interests reserved to defendant State of California pursuant  
6 to said Chapter 1283, of the public trust easement for commerce,  
7 navigation and fishery over that portion of the Property which is  
8 described in paragraph C.

9 E. The boundary lines described in paragraphs A, B, and  
10 C above shall be permanent and fixed and not subject to change by  
11 any natural or artificial process, including erosion or accretion.

12 F. This judgment does not affect any portion of the  
13 Property located north of an east-west line drawn through the  
14 ending point of the lines described in paragraphs A and B above.  
15 The within action is dismissed without prejudice with respect to  
16 such portion of the Property.

17 G. Each party shall bear their own costs and expenses  
18 of suit herein.

19  
20 DATED: FEB - 3 1984

21 J. MICHAEL BROWN

22 Judge of the Superior Court

23  
24  
25 The within instrument is a full, true  
26 and correct copy of the original on  
27 file in this office.  
28 ATTEST: FEB - 6 1984  
DONALD R. MICHAEL  
County Clerk and ex-officio Clerk of  
the Superior Court of the State of  
California, in and for the County of  
Humboldt.  
By Carole M. Brown  
Deputy Clerk

543m

Harlan T.  
BLA-227

DOCUMENT RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

Humboldt Bay Harbor, Recreation,  
and Conservation District  
Post Office Box 134  
Eureka, California 95501

(Humboldt Bay Harbor, Recreation,  
and Conservation District Official  
Business -- Free Recordation Pursuant  
to Government Code Section 6103)

QUITCLAIM AND  
RELINQUISHMENT OF  
INTERESTS IN REAL PROPERTY

WHEREAS, pursuant to that certain Agreement and  
Escrow Instructions dated 7/1, 1982, the  
Humboldt Bay Harbor, Recreation and Conservation District  
("District") and Louisiana Pacific Corporation ("Corpora-  
tion") agreed to the settlement of a dispute relating to the  
boundaries and right of occupation of certain lands in  
Humboldt County, California, to be effected in part by a  
confirmation by the parties of title as to certain lands; and

WHEREAS, on October 28, 1982, the State Lands  
Commission, pursuant to Chapter 1040, of the Statutes of  
1976, approved of the settlement and the agreements and  
confirmation of titles provided for therein between the  
District and the Corporation, in accordance with Section  
3(b) of Chapter 1040.

NOW, THEREFORE, for valuable consideration, the  
receipt and adequacy of which are hereby acknowledged,  
LOUISIANA PACIFIC CORPORATION, a Delaware corporation, in  
accordance with and pursuant to Chapter 1040 of the Statutes  
of 1976 which provides, in part, for the settlement of  
disputes concerning title to and the boundaries of tide and  
submerged lands in the Humboldt Bay area, does hereby sur-  
render, relinquish, remise, release and forever quitclaim to  
the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION  
DISTRICT, a public agency, all of its rights, title and  
interests in and to that certain real property situated in  
the County of Humboldt, State of California, and described  
in Exhibit A attached hereto and made a part hereof;  
EXCEPTING AND RESERVING the rights of grantor arising under  
and pursuant to that Tide and Submerged Lands Lease  
No.            dated July 1, 1982 with respect to said real  
property.

RECEIVED  
JUL 28 1985

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT does hereby accept the real property hereby quitclaimed to it in trust to be held and administered by it pursuant to the provisions of Chapter 1283 of the Statutes of 1970, as amended and modified.

IN WITNESS WHEREOF, the undersigned have executed this deed this 1 day of July, 1982.

LOUISIANA PACIFIC CORPORATION  
a Delaware corporation

By Harry A. Merlo  
Title Chairman and President

HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT

By James A. Galt  
Title President

STATE OF OREGON )  
COUNTY OF Multnomah ) ss.

On November 1, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Harry A. Merlo personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Chairman and President President, and James A. Galt personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Karen L. Stille  
Signature  
My commission expires 9/20/85

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF HUMBOLDT     )

On November 21, 1983 before me, the under-  
signed, a Notary Public in and for said State, personally  
appeared James A. Gast personally  
known to me or proved to me on the basis of satisfactory  
evidence to be the person who executed the within instrument  
as the President, and \_\_\_\_\_  
\_\_\_\_\_ personally known to me or proved to me  
on the basis of satisfactory evidence to be the person who  
executed the within instrument as the \_\_\_\_\_  
of the Humboldt Bay Harbor, Recreation, and Conservation  
District, a public agency that executed the within instru-  
ment and acknowledged to me that such agency executed the  
within instrument.

WITNESS my hand and official seal.



Linda A. Morris  
Signature

I

All those portions of Parcels 1 through 7, inclusive, as described in paragraph II below, EXCEPTING, however, any portion of said Parcels 1 through 7 located easterly of that line described in paragraph III below or located northerly of an east-west line drawn through the northerly terminus of said line described in paragraph III below, being a point bearing North 45° 53' East 32.08 feet from a point having California Coordinates N 550225.92, E 1398417.45.

II

PARCEL 1:

All the land embraced in Swamp and Overflowed Land Survey No. 84 in Sections 10 and 15, Township 5 North, Range 1 West, Humboldt Meridian, being the same land included in Patent by the State of California to Samuel J. Gilman, dated October 11, 1895 and recorded in Book 15 of Patents, Page 126, in the office of the County Recorder of Humboldt County.

EXCEPTING that portion of said Survey in Section 10 which lies West of the West line of the Survey of the Eureka & Klamath River Railroad as surveyed, platted and staked by J.N. Lentell about the year 1895; and,

EXCEPTING a right of way for railroad purposes over a strip of land 50 feet wide as granted by Dolbeer and Carson Lumber Company to The Eureka & Klamath River Railroad Company by Deed dated November 14, 1896 and recorded in Book 59, Page 396 of Deeds in the office of the County Recorder of said County.

AND EXCEPTING also a small lot of land granted to John B. Pedro by Dolbeer and Carson Lumber Company by Deed dated March 9, 1926, and recorded in Book 177, Page 491 of Deeds in the office of said Recorder, said lot being situated on the Northwestern side of the County road leading to Samoa.

PARCEL 2:

BEGINNING at the intersection of the Southerly boundary of Section 10, Township 5 North, Range 1 West, Humboldt Meridian, with the Southeasterly line of the County Road, said place of beginning being 153.10 feet East of the United States Meander corner which is 11.10 chains East of the corner to Section 9, 10, 15 and 16 of said Township;

thence East along the Southerly boundary of Section 10, a distance of 194.90 feet to the Westerly line of the Northwestern Pacific Railroad right of way;

thence along a curve to the left whose radius is 1,892 feet, a chord of which bears North 31 degrees 28 minutes East 64.40 feet;

thence North 45 degrees 17 minutes West, 43 feet;  
thence North 84 degrees 17 minutes West, 82.80 feet to the Southeasterly boundary of said County Road;

thence South 51 degrees 24 minutes West along the Southeasterly boundary of said County Road, 147.80 feet to the place of beginning.

EXCEPTING FROM the above Parcels 1 and 2 that portion thereof conveyed by Georgia-Pacific Corporation to the State of California by Deed dated June 7, 1968, recorded July 15, 1968 in Book 967, Page 544 of Official Records, in the office of the County Recorder of said County.

PARCEL 3:

The fractional Northwest Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 1 West, Humboldt Meridian, containing 11 acres, more or less, according to the official plat of the United States Government Survey and being the same land patented by the United States to Joseph Wall.

EXCEPTING, HOWEVER, from said land in Section 15, such portion thereof as lies within the tract bounded as follows:

BEGINNING at the U.S. Meander corner 11.10 chains East of the corner to Sections 9, 10, 15 and 16 in said Township;

thence East along the section line 89 feet to the Northwesternly line of the County Road;

thence South 51 degrees 24 minutes West along same 194 feet;

thence North 7 degrees 43 minutes West, 122.10 feet to the Northerly line of Section 15;

thence East along same 79 feet to the place of beginning.

ALSO EXCEPTING all interest of Northwestern Pacific Railroad Company, its successors or assigns, in a strip of land 30 feet wide lying along the line of said company's railroad.

ALSO EXCEPTING THEREFROM that portion thereof conveyed by Georgia-Pacific Corporation to the State of California by Deed dated June 7, 1968, recorded July 15, 1968 in Book 967, Page 544 of Official Records in the office of the County Recorder of said County.

PARCEL 4:

That portion of Lot 1 of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, lying Southerly and Easterly of the Northwestern Pacific Railroad right of way.

PARCEL 5:

That portion of Lots 6, 7 and 8 of Section 16, Township 5 North, Range 1 West, Humboldt Meridian, lying Easterly of a line described as follows:

BEGINNING at the point of intersection of the Easterly line of Railroad Avenue as shown on the Amended Map of Samoa or West Eureka recorded in Book 5, Page 74 of Maps in the office of the County Recorder of said County, with the South line of said Section 16;

thence Northerly along said Easterly line of Railroad Avenue and the Northerly prolongation thereof to the Southeasterly line of the Northwestern Pacific Railroad right of way;

thence Northeasterly along said Southeasterly line to the North line of said Lot 8.

PARCEL 6:

That portion of Tideland Survey No. 75 patented by the State of California to George M. Fay and Nahum Fay by Patent recorded April 30, 1884 in Book 8, Page 194 of Patents in the office of the County Recorder of said County, lying within the following described land, to wit:

COMMENCING at the Northwest corner of Lot 1 of Section 21, Township 5 North, Range 1 West, Humboldt Meridian, as shown on the official plat of the United States Government Survey (being also the Northeast corner of the



Northwest Quarter of the Northwest Quarter of said Section 21);

thence South along the West line of said Lot 1 a distance of 600 feet;

thence East to low water mark on Humboldt Bay;

thence along said low water mark North 19 degrees East to the section line between Sections 16 and 21 of said Township;

thence West along said Section line to the place of beginning, being a portion of Lot 1 of said Section 21.

PARCEL 7:

That portion of Tideland Survey No. 75 patented by the State of California to George M. Fay and Nahum Fay by Patent recorded April 30, 1884 in Book 8, Page 194 of Patents in the office of the County Recorder of said County, lying within the following described land, to-wit:

COMMENCING at the Northwest corner of Lot 3 of Section 21;

thence East on the North line of said lot to the East line of Tide Land Survey No. 75;

thence Northerly following the said East line to the South line of the tract heretofore conveyed to The Consumers Lumber Company by George M. Fay by Deed dated July 1, 1890, recorded in Book 39, Page 608 of Deeds, in the office of the County Recorder of said County;

thence West on said line to the West line of Lot 1 of said Section;

thence South on the subdivisional line to the North line of Lot 2, said section;

thence West on the subdivisional line to the West line of said section;

thence South on the section line to the place of beginning, being a portion of Lot 1 and all of Lot 2 of said Section 21.

### III

Beginning at the intersection of the mean high water line, as said line existed in the year 1870, with the easterly extension of the east-west quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears South  $88^{\circ} 32' 46''$  East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11. Thence along said easterly extension South  $88^{\circ} 32' 46''$  East 82.34 feet to the intersection with the mean low water line as it existed in the year 1870, said point of intersection being the true point of beginning. Thence Northerly along said tide line the following courses:

North  $10^{\circ} 44' 00''$  East 204 feet,

North  $6^{\circ} 44' 38''$  East 145 feet,

North  $7^{\circ} 11'$  East 128 feet,

North  $12^{\circ} 47'$  East 221 feet,

North  $20^{\circ} 52'$  East 298 feet,

North  $21^{\circ} 39'$  East 1352 feet,

North 18° 21' East 416.67 feet to a point on the easterly extension of the North line of said Section 21 which lies South 88° 32' 46" West 2345.38 feet from the northwest corner of said Section 21, said section corner having California Coordinates of N 545469.83, E 1392296.45;

Thence North 88° 32' 46" West 156.47 feet along the North line of said Section 21 to a point South 88° 32' 46" East 2188.91 feet from the Northwest corner of said Section 21, said point being the intersection of mean high water line as it existed in 1870 and the North line of Section 21;

Thence Northerly along said mean high water line the following courses:

North 20° 19' East 207.37 feet,  
North 23° 14' East 254. feet,  
North 27° 55' East, 132. feet,  
North 37° 57' East, 75. feet,  
North 28° 13' East, 140. feet,  
North 23° 28' East, 231. feet,  
North 30° 28' East, 79. feet,  
North 14° 02' East, 124, feet,  
North 21° 09' East, 213. feet,  
North 24° 44' East, 98. feet,  
North 11° 32' East, 150. feet,  
North 24° 01' East, 192. feet,  
North 45° 34' East, 71. feet,

North 25° 41' East, 88. feet,  
North 27° 03' East, 161. feet,  
North 55° 07' East, 451. feet,  
North 41° 59' East, 135. feet,  
North 58° 14' East, 49. feet,  
North 38° 40' East, 45. feet,  
North 38° 30' East, 512. feet,  
North 48° 46' East, 118. feet,  
North 74° 35' East, 30. feet,  
North 19° 17' East, 42. feet,  
North 78° 41' East, 36. feet,  
North 03° 32' East, 97. feet,  
North 34° 45' East, 119. feet,  
North 46° 58' East, 41. feet,  
North 59° 56' East, 44. feet,  
North 39° 42' East, 69. feet,  
North 24° 20' East, 46. feet,  
North 54° 35' East, 55. feet,  
North 59° 09' East, 84. feet,  
North 33° 41' East, 79. feet,  
North 27° 10' East, 85. feet,  
North 62° 25' East, 76. feet,  
North 69° 46' East, 40. feet,  
North 40° 06' East, 50. feet,  
North 31° 55' East, 72. feet,  
North 54° 08' East, 102. feet,  
North 79° 20' East, 70. feet,  
South 88° 19' East, 34. feet,  
North 72° 21' East, 92. feet,

North 56° 07' East, 84. feet,  
North 52° 31' East, 38. feet,  
North 19° 23' East, 114. feet,  
North 65° 46' East, 44. feet,  
North 80° 59' East, 83. feet,  
North 76° 10' East, 67. feet,  
North 72° 15' East, 52. feet,  
North 51° 08' East, 172. feet,  
North 54° 36' East, 140. feet,  
North 47° 44' East, 89. feet,  
North 60° 42' East, 47. feet,  
North 25° 46' East, 97. feet,  
North 52° 18' West, 28. feet,  
North 68° 50' West, 33. feet,  
North 41° 30' East, 35. feet,  
North 59° 02' East, 58 feet,  
North 28° 37' East, 63. feet,  
North 31° 09' East, 157. feet,  
North 46° 08' East, 107. feet,  
North 61° 11' East, 46. feet,  
North 57° 10' East, 37. feet,  
North 66° 24' East, 95. feet,  
North 60° 28' East, 34 feet to a point having  
California Coordinates N 550225.92, E  
1398417.45, said point also bears South 57° 08'  
22" East 814.16 feet from the northwest corner  
of Section 15, T5N, R1W, H.B.&M., as shown in  
Book 10 of Surveys, Page 74, Humboldt County  
Records, said Section Corner having California

Coordinates N 550667.68, E 1397733.56;  
Thence North 45° 53' East 32.08 feet to the  
U.S. meander line of said Section 15, as shown  
on the official township plat prepared by the  
U.S. General Land Office, and the end of the  
herein described line.

Bearings and distances herein are based on the  
California Coordinate System, Zone 1.

PACIFIC OCEAN

# EXHIBIT MAP

FOR  
HUMBOLDT BAY HARBOR  
RECREATION & CONSERVATION DIST.  
IN SECTIONS 15, 16, 21 T5N, R1W  
JANUARY 1983  
SCALE 1" = 1000'

## NOTE

THE DISTANCE IS 15 F

LAND OF THE  
LOUISIANA PACIFIC  
CORPORATION

SETTLEMENT AREA

MEAN HIGH WATER LINE  
(PROPERTY LINE)

1870 MLW LINE

1870 MLW  
LINE

EAST SHORELINE

EUREKA

WENZEL & SUTHERLAND  
ENGINEERS  
EUREKA, CALIF.

EXHIBIT A



I

A parcel of land in the unincorporated area of Humboldt County described as follows:

Bounded on the West by the line described in paragraph II below:

Bounded on the North by a line consisting of two courses described as follows: Beginning at the point last described in paragraph II below, to wit: a point bearing North 45° 53' East 32.08 feet from a point having California Coordinates N 550225.92, E 1398417.45; thence (1) East parallel with the northerly line of Section 15 to the Southwesterly line of State Highway Route 255; thence (2) Southeasterly along said line;

Bounded on the East by the westerly line of those lands granted by the legislature to the City of Eureka pursuant to Chapter 187, Statutes of 1927, Chapter 225, Statutes of 1945 and Chapter 1086, Statutes of 1970;

Bounded on the South by a line consisting of three courses described as follows: Beginning at a point located South 88° 32' 46" East 1472.10 feet from the west quarter corner of Section 21, T5N, R1W, H.B. &M, said corner having California Coordinates of N 542832.25, E 1392231.11; thence (1) South 88° 32' 46" East 82.34 feet; thence (2) North 10° 44' 00" East 4.09 feet; thence (3) South 66° 30' 53" East.



II

Beginning at the intersection of the mean high water line, as said line existed in the year 1870, with the easterly extension of the east-west quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears South  $88^{\circ} 32' 46''$  East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11. Thence along said easterly extension South  $88^{\circ} 32' 46''$  East 82.34 feet to the intersection with the mean low water line as it existed in the year 1870, said point of intersection being the true point of beginning. Thence Northerly along said tide line the following courses:

North  $10^{\circ} 44' 00''$  East 204 feet;  
North  $06^{\circ} 44'$  East 145 feet;  
North  $07^{\circ} 11'$  East 128 feet;  
North  $12^{\circ} 47'$  East 221 feet;  
North  $20^{\circ} 52'$  East 298 feet;  
North  $21^{\circ} 39'$  East 1352 feet;  
North  $18^{\circ} 21'$  East 416.67 feet to a point on the easterly extension of the North line of said Section 21 which lies South  $88^{\circ} 32' 46''$  West 2345.38 feet from the northwest corner of said Section 21, said section corner having California Coordinates of N 545469.83; E 1392296.45;

Thence North 88° 32' 46" West 156.47 feet along the North line of said Section 21 to a point South 88° 32' 46" East 2188.91 feet from the northwest corner of said Section 21, said point being the intersection of mean high water line as it existed in 1870 and the North line of Section 21;

Thence Northerly along said mean high water line. The following courses:

North 20° 19' East, 207.37 feet,  
North 23° 14' East, 254. feet,  
North 27° 55' East, 132. feet,  
North 37° 57' East, 75. feet,  
North 28° 13' East, 140. feet,  
North 23° 28' East, 231. feet,  
North 30° 28' East, 79. feet,  
North 14° 02' East, 124. feet,  
North 21° 09' East, 213. feet,  
North 24° 44' East, 98. feet,  
North 11° 32' East, 150. feet,  
North 24° 01' East, 192. feet,  
North 45° 34' East, 71. feet,  
North 25° 41' East, 88. feet,  
North 27° 03' East, 161. feet,  
North 55° 07' East, 451. feet,  
North 41° 59' East, 135. feet,  
North 58° 14' East, 49. feet,  
North 38° 40' East, 45. feet,  
North 38° 30' East, 512. feet,

North 48° 46' East, 118. feet,  
North 74° 35' East, 30. feet,  
North 19° 17' East, 42. feet,  
North 78° 41' East, 36. feet,  
North 03° 32' East, 97. feet,  
North 34° 45' East, 119. feet,  
North 46° 58' East, 41. feet,  
North 59° 56' East, 44. feet,  
North 39° 42' East, 69. feet,  
North 24° 20' East, 46. feet,  
North 54° 35' East, 55. feet,  
North 59° 09' East, 84. feet,  
North 33° 41' East, 79. feet,  
North 27° 10' East, 85. feet,  
North 62° 25' East, 76. feet,  
North 69° 46' East, 40. feet,  
North 40° 06' East, 50. feet,  
North 31° 55' East, 72. feet,  
North 54° 08' East, 102. feet,  
North 79° 20' East, 70. feet,  
South 88° 19' East, 34. feet,  
North 72° 21' East, 92. feet,  
North 56° 07' East, 84. feet,  
North 52° 31' East, 38. feet,  
North 19° 23' East, 114. feet,  
North 65° 46' East, 44. feet,  
North 80° 59' East, 83. feet,  
North 76° 10' East, 67. feet,  
North 72° 15' East, 52. feet,

North 51° 08' East, 172. feet,  
North 54° 36' East, 140. feet,  
North 47° 44' East, 89. feet,  
North 60° 42' East, 47. feet,  
North 25° 46' East, 97. feet,  
North 52° 18' West, 28. feet,  
North 68° 50' West, 33. feet,  
North 41° 30' East, 35. feet,  
North 59° 02' East, 58. feet,  
North 28° 37' East, 63. feet,  
North 31° 09' East, 157. feet,  
North 46° 08' East, 107. feet,  
North 61° 11' East, 46. feet,  
North 57° 10' East, 37. feet,  
North 66° 24' East, 95. feet,  
North 60° 28' East, 34 feet to a point having  
California Coordinates N 550225.92, E  
1398417.45, said point also bears South 57° 08'  
22" East 814.16 feet from the northwest corner  
of Section 15, T5N, R1W, H.B.&M., as shown in  
Book 10 of Surveys, Page 74, Humboldt County  
Records, said Section Corner having California  
Coordinates N 550667.68, E 1397733.56;  
Thence North 45° 53' East 32.08 feet to the  
U.S. meander line of said Section 15, as shown  
on the official township plat prepared by the  
U.S. General Land Office, and the end of the  
herein described line.  
Bearings and distances herein are based on the  
California Coordinate System, Zone 1.

Beginning at the intersection of the mean high water tide line, as said line existed in the year 1870, with the easterly extension of the east-west quarter section line of said Section 21, T5N, R1W, H.B.&M. Said intersection bears South 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11:

Thence Northerly along said tide line the following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,  
North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,  
North 19° 52' East 165. feet,  
North 23° 21' East 207. feet,  
North 21° 14' East 188. feet,  
North 11° 14' East 159. feet,  
North 24° 20' East 126. feet,  
North 39° 32' East 82. feet,  
North 25° 18' East 143. feet,  
North 13° 56' East 137. feet,  
North 3° 11' East 72. feet,  
North 21° 24' East 263. feet,  
North 14° 27' East 337. feet,  
North 20° 19' East 100.63 feet to the north line of said  
Section 21;

Thence South  $88^{\circ} 32' 46''$  East 156.47 feet along the north line of said Section 21 to the mean low water line as it existed in the year 1870.

Thence Southerly along said line the following courses:

South  $18^{\circ} 21'$  West 416.67 feet,

South  $21^{\circ} 36'$  West 1352 feet,

South  $20^{\circ} 52'$  West 298 feet,

South  $12^{\circ} 47'$  West 221 feet,

South  $07^{\circ} 11'$  West 128 feet,

South  $06^{\circ} 44'$  West 145 feet,

South  $10^{\circ} 44'$  West 204 feet, to the intersection of the easterly extension of the east-west quarter section line of aforesaid Section 21. Said intersection bears South  $88^{\circ} 32' 46''$  East 1554.44 feet along said extension from the west quarter section corner of said Section 21 which has California Coordinates of N 542832.25, E 1392231.11; Thence along said easterly extension North  $88^{\circ} 32' 46''$  West 82.34 feet to the point of beginning.

Bearings and distances herein are based on the California Coordinate System, Zone 1.

DOCUMENT RECORDED AT THE REQUEST OF:

Humboldt Bay Harbor, Recreation,  
and Conservation District  
Post Office Box 134  
Eureka, California 95501

WHEN RECORDED MAIL TO:

Robert C. Dedekam, Esq.  
Mitchell & Dedekam & Angell  
814 - 7th Street  
Eureka, California 95501

(Humboldt Bay Harbor, Recreation,  
and Conservation District Official  
Business -- Document Entitled to Free  
Recordation Pursuant to  
Government Code Section 6103)

QUITCLAIM AND  
RELINQUISHMENT OF  
INTERESTS IN REAL PROPERTY

WHEREAS, pursuant to that certain Agreement and Escrow Instructions dated July 1, 1982, the Humboldt Bay Harbor, Conservation, and Recreation District ("District") and Louisiana Pacific Corporation ("Corporation") agreed to the settlement of a dispute relating to the boundaries and right of occupation of certain lands in Humboldt County, California, to be effected in part by a confirmation by the parties of title as to certain lands; and

WHEREAS, on October 28, 1982, the State Lands Commission, pursuant to Chapter 1040 of the Statutes of 1976, approved of the settlement and the agreements and confirmation of titles provided for therein between the District and the Corporation, in accordance with Section 3(b) of Chapter 1040.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT, a public agency, both in its public capacity and as trustee under the trusts created pursuant to Chapter 1283 of the Statutes of 1970, as amended and modified, and pursuant to Chapter 1040 of the Statutes of 1976 which provides, in part, for the settlement of disputes concerning title to and the boundaries of tide and submerged lands in Humboldt Bay, does hereby surrender, relinquish, remise, release, and forever quitclaim to LOUISIANA PACIFIC CORPORATION, a Delaware corporation, any and all of its rights, title and interests acquired pursuant to or arising from Chapter 1283 of the

Statutes of 1970, as amended and modified, in and to that certain real property situated in the County of Humboldt, State of California, and described in Exhibit A attached hereto and made a part hereof; EXCEPTING AND RESERVING a public trust easement for commerce, navigation, and fishery over that portion of said real property described in Exhibit B attached hereto and made a part hereof; and FURTHER EXCEPTING AND RESERVING the rights of grantor to a right of way across a portion of said real property as set forth in paragraph 16 of that Tide and Submerged Lands Lease No. \_\_\_\_\_ dated July 1, 1982 by and between grantor, as lessor, and grantee, as lessee.

IN WITNESS WHEREOF, the Humboldt Bay Harbor, Recreation, and Conservation District, has executed this deed this 1st day of July, 1982.

HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT

By James A. Gast  
Title President

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF HUMBOLDT    )

On November 21, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared James A. Gast personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the \_\_\_\_\_ of the Humboldt Bay Harbor, Recreation, and Conservation District, a public agency that executed the within instrument and acknowledged to me that such agency executed the within instrument.

WITNESS my hand and official seal.



Linda A. Morris  
Signature



AGREEMENT AND ESCROW INSTRUCTIONS FOR THE SETTLEMENT OF A DISPUTE RELATING TO LAND WITHIN THE HUMBOLDT BAY AREA BY AND BETWEEN THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT AND LOUISIANA PACIFIC CORPORATION

THIS AGREEMENT is made and entered into as of the 1st day of July, 1982, by and between the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT (hereinafter referred to as "the District"), and LOUISIANA PACIFIC CORPORATION, a Delaware corporation (hereinafter referred to as "Louisiana Pacific"):

R E C I T A L S:

A. The real property (hereinafter referred to as the "Settlement Area") located in Humboldt County, California and designated "Settlement Area" on the map attached hereto as Exhibit A is presently comprised of uplands and lands located below the present line of mean high tide. The Settlement Area abuts other lands which are occupied and/or claimed by Louisiana Pacific.

B. A portion of the Settlement Area was conveyed into private ownership by the patent for Swamp and Overflowed Land Survey No. 84 dated October 11, 1895, issued by the State of California to Samuel J. Gilman, and recorded October 17, 1895 in Book 15, Page 126 of Patents, in the office of the County Recorder of Humboldt County; the patent dated November 20, 1867 issued by the United States of

P. H. L.

America to Joseph Wall, and recorded September 10, 1872 in Book 1, Page 591 of Patents, in the office of the County Recorder of Humboldt County; the patent dated January 31, 1893, from the State of California to Peter Belcher, and recorded February 6, 1893 in Book 14, Page 158 of Patents, in the office of the County Recorder of Humboldt County; the patent dated April 19, 1893, from the State of California to Thomas J. Worth, and recorded April 27, 1893 in Book 14, Page 211 of Patents, in the office of the County Recorder of Humboldt County; and the patent for Tidelands Survey No. 75, dated November 29, 1871, from the State of California to George M. Fay and Nahum Fay, and recorded April 30, 1884 in Book 8, Page 194 of Patents, in the office of the County Recorder of Humboldt County.

C. Louisiana Pacific is successor in interest to all the right, title and interest in and to the portions of the Settlement Area which passed by virtue of the afore-described patents.

D. The parties are informed and believe that the aforescribed patents with the exception of the patent for Tidelands Survey No. 75 were valid insofar as they conveyed lands located landward of the line of mean high water as said line existed in its last natural position, and that the patent for Tidelands Survey No. 75 was valid insofar as it conveyed, subject to the public trust, lands located between the lines of mean high water and mean low water as said lines existed in their last natural positions.

E. The State of California, pursuant to Statutes 1970, Chapter 1283, page 2343, as amended and modified

("statutory grant"), conveyed certain tide and submerged lands in the Humboldt Bay area to the District to be held by it as trustee for the benefit of the public, subject to the reversionary interest of the State of California and the public trust easement (hereinafter referred to as the "tideland easement") for commerce, navigation and fishery.

F. Substantial doubt existed as to the true location of the boundaries between the upland and patented areas owned by Louisiana Pacific and tide and submerged lands owned by the District in trust. Such doubt was due to physical changes to the location of such boundaries, the fact that such boundaries were along or in a water course which has been affected by artificial processes, and the uncertainty as to when such boundaries last existed in a natural condition.

G. A further dispute has existed between the District and Louisiana Pacific as to the right of Louisiana Pacific to occupy portions of the Settlement Area claimed by the District.

H. The District, in order to resolve the disputes regarding the boundaries, titles, and right to possession of the Settlement Area and adjacent areas which are in the record ownership of Louisiana Pacific and/or occupied by Louisiana Pacific, filed Action No. 59058 in the Humboldt County Superior Court.

I. Following extensive research, engineering, discovery, and litigation, a stipulation and order filed June 18, 1979 established (a) the boundary line between lands within the Settlement Area owned by the District, as

right, title and interest in or to any portion of such lands, with the approval of the State Lands Commission.

N. The purpose of this agreement is to resolve and forever lay to rest the disputes between the parties as to the boundaries between lands within the Settlement Area in which the District has a fee or tideland easement interest and lands within the Settlement Area owned by Louisiana Pacific either in fee or subject to the tideland easement, and the respective rights and interests of the parties in such lands.

O. The parties do not intend by this Agreement to affect any of their outstanding rights or claims with respect to those lands located northerly of and adjacent to, but outside of, the Settlement Area, which lands Louisiana Pacific occupies and/or claims.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### ARTICLE 1

##### DEFINITIONS

1.1 Agreement shall mean and refer to this agreement and shall be the shortened title of this agreement.

1.2 Close of Escrow shall mean the time when the Escrow Agent performs the acts set forth in Section 3.5.

1.3 Commission shall mean the State Lands Commission of the State of California, acting on behalf of itself and the State of California.

1.4 Corporate Deed shall mean the form of deed attached hereto in Exhibit B.

trustee under the statutory grant, and lands within the Settlement Area owned by Louisiana Pacific in fee free from the tideland easement and (b) the boundary of lands within the Settlement Area owned by Louisiana Pacific, in fee, subject to the tideland easement as administered by the District under the statutory grant.

J. A dispute has continued to exist between the parties as to the right of Louisiana Pacific to occupy those portions of the Settlement Area stipulated to be owned by the District as trustee under the statutory grant, which claim to right of possession is based upon permits for the construction of improvements issued by the Board of Harbor Commissioners for the Port of Eureka to the predecessors in interest of Louisiana Pacific.

K. The uncertainty as to the respective rights of the parties in and to the Settlement Area renders all public and private rights, titles and interests in and to the Settlement Area subject to doubt.

L. Public and private interests require that the outstanding disputes be resolved and laid at rest either through the continuation of burdensome litigation or through agreement between the affected parties.

M. The legislature of the State of California, to facilitate and to aid the compromise, settlement and adjustment of such disputes, enacted Chapter 1040 of the Statutes of 1976, which among other things authorizes the District to establish the boundaries or compromise boundary lines of lands owned by the District or to otherwise settle any dispute concerning the nature and extent of the District's

1.5 Demised Premises shall mean that portion of the Settlement Area which is described in Exhibit 1 to the Lease.

1.6 District Deed shall mean the form of deed attached hereto as Exhibit C.

1.7 Escrow Agent shall mean Western Title Insurance Company, P. O. Box 1002, Eureka, California 95501, or any successor in interest.

1.8 Lease shall mean the form of lease attached hereto as Exhibit D.

1.9 Stipulation for Judgment shall mean the form of stipulation attached hereto as Exhibit E.

## ARTICLE 2

### AGREEMENT

2.1 Boundaries. The parties agree that the boundaries described in the Stipulation and Order filed June 18, 1979 in Action No. 59058, which stipulation is incorporated by reference herein, represent the best representation of the lines of mean high water and mean low water as said lines existed in their last natural position with respect to the Settlement Area. The parties agree to execute the District Deed and Corporate Deed respectively provided for in Section 3.2.3 and 3.3.2 in accordance with the terms of this Agreement and further agree to the execution of the Stipulation for Judgment as provided in Section 3.6, for the purpose of permanently establishing said boundaries and forever laying at rest disputes with respect thereto.

2.2 Lease. The District agrees to lease to Louisiana Pacific, and Louisiana Pacific agrees to lease from the District, the Demised Premises upon the Close of Escrow, subject to the terms and conditions set forth in the Lease. The Lease provides that upon its termination Louisiana Pacific shall grant to the District or its successor a right of way to the Demised Premises, as is more specifically provided for in the Lease. Said right of way constitutes material consideration for both the Lease and this Agreement.

2.3 Waiver and Release of Claims Within Settlement Area. Louisiana Pacific agrees to pay to the District through escrow the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) in consideration for the past occupation of the Demised Premises. Subject to the payment of such sum and the terms and condition of, and except as otherwise set forth or provided for in this Agreement and the Lease, upon the Close of Escrow the parties hereto shall, and hereby do, relinquish, release and forever discharge each other as to any and all claims, demands and causes of action based upon any past occupation or use of, or profits from, the Demised Premises, including, without limitation, all claims, demands and causes of action alleged in Action No. 59058. Nothing herein shall be construed as an admission or denial by either party of the existence, extent, validity or enforceability of any public or private right, title or interest, or claims, demands and causes of action based thereon, in or to any lands which are the subject of Action No. 59058 other than the portions of such lands as are described in paragraphs 8A, 8B, 8C and 8D of the Stipulation for Judgment.

### ARTICLE 3

#### ESCROW

3.1 Escrow Agent. This Agreement shall constitute escrow instructions to the Escrow Agent in addition to setting forth the agreement of the parties hereto. Escrow Agent shall have no obligation with respect to those matters which are not part of the escrow, but which may be an agreement between the parties and which in accordance with their terms will survive the Close of Escrow.

3.2 Deposits by the District. The District shall deposit the following documents and other items with the Escrow Agent before the respective dates set forth below:

3.2.1 Prior to 12/31, 1983, two counterparts of this Agreement, fully and duly executed by the District.

3.2.2 Prior to 12/31, 1983, two counterparts of the Lease, fully and duly executed by the District.

3.2.3 Prior to 12/31, 1983, the District Deed, fully and duly executed by the District and properly acknowledged.

3.2.4 Prior to the Close of Escrow and forthwith after receipt by the District, the Minute Item and Certificate of the Commission provided for in Section 3.4.1.

3.2.5 Prior to Close of Escrow and forthwith after receipt by the District, the letter of approval of the Commission provided for in Section 3.4.2.



3.2.6 Prior to Close of Escrow, a letter from the Commission approving the descriptions and maps incorporated in the Agreement, Lease, the Corporate Deed, the District Deed and the Stipulation for Judgment.

3.3 Deposits by Louisiana Pacific. Louisiana Pacific shall deposit the following documents and monies into escrow prior to 12/31, 1983.

3.3.1 Two counterparts of this Agreement, fully and duly executed by Louisiana Pacific.

3.3.2 The Corporate Deed, fully and duly executed by Louisiana Pacific and properly acknowledged.

3.3.3 Two counterparts of the Lease, fully and duly executed by Louisiana Pacific.

3.3.4 The sum of \$150,000.00 in payment for occupation of the Demised Premises for all periods prior to the commencement of the Lease, together with interest at the rate of five percent (5%) per annum on the principal amount of \$208,900 (which amount represents \$150,000 plus the rent payable under the Lease in excess of the existing tideland rents paid by Louisiana Pacific to the District) from July 1, 1982 until the Close of Escrow. Louisiana Pacific shall deposit with Escrow Agent \$500.00 of said monies upon its deposit of its counterparts of this Agreement with Escrow Agent.

3.4 Submission to State Lands Commission.

3.4.1 Forthwith after all the items to be deposited in escrow as provided in Sections 3.2 and 3.3, other than the items provided for in Sections 3.2.4, 3.2.5 and 3.2.6 have been deposited, or at such earlier time as

the District may at its option decide, the District shall apply to the Commission for its approval of this Agreement, the Lease and the confirmation of boundaries provided for herein in accordance with section 3(b) of Chapter 1040 of the Statutes of 1976, and to authorize the Attorney General and the Executive Officer of the Commission to take such further actions as may be necessary to implement this Agreement. Such approval shall be evidenced by a Minute Item and Certificate of the Commission in recordable form reflecting such approval.

3.4.2 The District shall use its best efforts to secure and submit to the Commission a commitment from the Escrow Agent or other reputable title company to issue a standard California Land Title Association form of owner's policy in an amount not less than \$10,000 showing title to the property described in Exhibit A to the Corporate Deed to be vested in the District as grantee pursuant to Chapter 1283 of the Statutes of 1970, as amended, in trust for the benefit of the public, free and clear of all encumbrances, liens, charges and other matters affecting title except as may be reasonably approved by the District with the concurrence of the Commission, which commitment may provide that issuance of any policy of title insurance and accrual of liability thereunder shall be conditioned upon the entry of final judgment in Action No. 59058 in accordance with the Stipulation for Judgment. The concurrence of the Commission shall be evidenced by a letter approving of the form of evidence of title insurance to issue to the District after entry of judgment.

3.5 Close of Escrow. When the Escrow Agent shall have received the documents and monies described in Sections 3.2 and 3.3 hereof, including the Minute Item and Certificate provided for in Section 3.2.4 evidencing the consent of the Commission as required under Section 3.4, Escrow Agent is hereby authorized to and shall proceed to close escrow, and shall forthwith perform the following acts in the order set forth and in no other order:

3.5.1 Record or cause to be recorded the Minute Item and Certificate provided for in Section 3.4 hereof in the Official Records of Humboldt County, California, with instructions that following recordation it is to be mailed to the District.

3.5.2 Record the Corporate Deed in the Official Records of Humboldt County, California, with instructions that following recordation it is to be mailed to the District.

3.5.3 Record the District Deed in the Official Records of Humboldt County, California, with instructions that following recordation it is to be mailed to Louisiana Pacific.

3.5.4 Deliver one fully executed copy of this Agreement to both the District and Louisiana Pacific.

3.5.5 Deliver one fully executed copy of the Lease to both the District and Louisiana Pacific.

3.5.6 Deliver the monies deposited into escrow and interest accrued thereon to the District.

3.6 Pending Litigation. The parties hereto shall forthwith after the Close of Escrow execute the Stipulation

for Judgment and use their best efforts to secure the execution thereof by the State of California, and upon execution thereof by all parties thereto and after the Close of Escrow, request that the Court enter its judgment in Action No. 59058 accordingly. The parties hereto waive their right to appeal from the judgment provided, however, the judgment is executed in accordance with the Stipulation for Judgment.

3.7 Termination of Escrow. If the acts set forth in Sections 3.2 and 3.3 do not occur before 12/31, 1983, Escrow Agent shall continue to comply with this Article 3 during such additional time as may be required unless a demand in writing is delivered to Escrow Agent at any time subsequent to said date by any party to this Agreement not in default hereof, advising Escrow Agent of such party's intention to terminate said escrow. Upon receipt of such a demand by Escrow Agent, escrow shall be terminated.

3.8 Effect of Termination of Escrow.

3.8.1 Return of Documents. In the event the escrow is terminated as provided in Section 3.7 hereof the Escrow Agent shall forthwith return all documents and monies then held in escrow to the party depositing the same.

3.8.2 Obligations of Parties. If the escrow is terminated, and each party has performed his respective duties hereunder, this Agreement shall terminate simultaneously with the termination of the escrow and thereafter neither party shall have any rights, duties, claims or obligations hereunder.

3.8.3 Rights of Parties. If the escrow is terminated, and if either party has failed to perform his respective duties hereunder, each party shall have such rights and remedies, as provided by law and in equity, for the failure of such other party to perform.

3.9 Allocation of Costs and Expenses.

3.9.1 Fees. The expenses and fees of the Escrow Agent including, but not limited to, those involved in recordation pursuant to the terms of this Agreement, if any, shall be borne one-half by the District and one-half by Louisiana Pacific.

3.9.2 Agents and Employees. Each party hereto shall individually bear the respective fees, costs and expenses of any attorney, engineer, or other person retained or employed by it in connection with the subject transaction.

3.10 Rights of Escrow Agent.

3.10.1 Acceptance by Escrow Agent. By executing this Agreement as provided below, Escrow Agent accepts the rights, duties and responsibilities to be performed by it pursuant to the terms hereof.

3.10.2 Hold Harmless. If the parties to this escrow shall be involved in any litigation or controversy, the parties hereto shall jointly and severally hold the Escrow Agent free and harmless against any loss or expense that may be suffered by it by reason of such litigation or controversy.

3.10.3 Conflicting Demands. In the event conflicting demands are made or notices served upon Escrow Agent with respect to this escrow, the parties hereto

expressly agree that it shall have the absolute right at its election to do either or both of the following: (a) withhold and stop all further proceedings in and performance of this escrow, or (b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights among themselves. In the event such interpleader suit is brought, the Escrow Agent shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement. The remedies expressly granted to Escrow Agent herein shall be in addition to any other remedies granted by law to Escrow Agent.

3.10.4 Liability. The Escrow Agent is not to be held liable for the sufficiency or correctness as to form, the manner of execution or validity or any instrument deposited in the escrow, nor as to identity, authority, or rights of any person executing the same, nor for any party's failure to comply with any of the provisions of any agreement, contract, or other instrument filed herein or referred to herein, and its duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents as are received by it as Escrow Agent, and for the disposition of same in accordance with the written instructions to it in the escrow.

3.10.5 Withdrawal of Instruments. Prior to the Close of Escrow or termination thereof in accordance with the terms of this Agreement, no party shall have the right to withdraw instruments deposited by it with Escrow Agent.

3.10.6 Further Instructions. The parties agree to execute such further standard escrow instructions and provisions of Escrow Holder as are not in conflict with this Agreement. The Escrow Agent is hereby authorized to accept such further instructions, or other instructions and provisions relating to its duties and responsibilities which are consistent with the terms and conditions of this Agreement as particular parties to this Agreement may desire to provide the Escrow Agent. Escrow Agent shall attach such further instructions and provisions to its copy of this Agreement. Thereupon, such instructions and provisions shall become a part hereof and shall be binding as between the Escrow Agent and the party so providing them and such other parties hereto which indicate in writing their consent to be bound thereby. The Escrow Agent, prior to attaching such further instructions and provisions, may require the providing party to agree to additionally compensate the Escrow Agent for any additional services which the Escrow Agent is hereby called upon to furnish.

3.11 Counterparts. This Agreement and the Lease may be executed in any number of counterparts, and Escrow Agent is authorized to detach the signature page or pages and certificates of acknowledgment with respect thereto from the counterpart of any of said instruments and attach them to other counterparts of said instruments so as to form a complete original or originals thereof.

## ARTICLE 4

### MISCELLANEOUS PROVISIONS

4.1 Gender. As used herein, whenever the context so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meaning regardless of the grammatical form, number or tense of such terms.

4.2 Headings. The title headings of the respective articles and sections of this Agreement are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement nor affect the scope or limit or qualify the meaning or intent of any provision hereof.

4.3 Time. Time is expressly declared to be of the essence of this Agreement and applies to all times, restrictions, conditions and limitations contained herein.

4.4 Successors and Assigns. All the terms, provisions and conditions hereof shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto.

4.5 Notices. All notices required or permitted to be given to a party hereto or to the Escrow Agent by the provisions of this Agreement shall be deemed to have been given seventy-two (72) hours after such notice is deposited in the United States mail as registered or certified mail, with postage thereon fully prepaid, addressed to such party at the following respective addresses, or when such notice is filed as a telegram with Western Union Telegraph Company, or any successor in interest of said telegraph company, addressed as above provided, with all charges fully prepaid:



"Louisiana Pacific"

"District"

Post Office Box 134  
Eureka, California 95501  
Attention: Mr. Jack Alderson

Any notice given in any other fashion shall be deemed to have been given when actually received by the addressee. Any party hereto may change its address by giving written notice to all other parties hereto and to the Escrow Agent. A copy of all notices given by a party to another party hereto also shall be given to the Escrow Agent and said notice shall not be effective until deemed given to both the party to receive it and the Escrow Agent pursuant to the provisions of this paragraph.

4.6 Modification. No modification, amendment or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed, by its officers thereunto duly authorized, as of the date set forth opposite their signatures.

HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT

Date: JUL 1, 1982

By *James A. Galt*  
Title President

LOUISIANA PACIFIC CORPORATION

Date: November 1, 1983 ~~X982~~

By *Larry A. Merlo*  
Title Chairman & President

Red

Western Title Insurance Co  
"Escrow Agent"

This Escrow has been accepted  
and opened this 28 day  
of November, 1983 by  
Z. J. J. J. J.

TIDE AND SUBMERGED LANDS

LEASE NO. \_\_\_\_\_

This Lease is dated, for reference purposes only, as of the 1st day of July, 1982, by and between the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT (hereinafter referred to as "Lessor"), acting pursuant to Harbors and Navigation Code Appendix II, and LOUISIANA PACIFIC CORPORATION, a Delaware corporation ("Lessee").

1. Description of Premises.

1.1 Lessor hereby leases to Lessee and Lessee hires from Lessor on the terms, covenants and conditions set forth herein, those certain tideland and submerged lands located in Humboldt County, California, and more particularly described in Exhibit 1 attached hereto and shown generally on Exhibit 2 attached hereto (the "Premises").

1.2 Upon the commencement of this Lease, that certain Industrial Lease No. 4600.1 Public Resources Code Series dated October 22, 1971 covering a portion of the Premises shall terminate, and any advance rentals paid thereunder shall apply to the rent payable hereunder.

2. Term.

2.1 The original term of this Lease shall commence as of July 1, 1982 and end on June 30, 1989 unless sooner terminated pursuant to any provision hereof.

2.2 Subject to the conditions and limitations set forth in Sections 2.3 and 2.4, Lessee or its assigns or successors in interest may extend this Lease beyond the

original term for the entirety of the Premises for the following additional renewal periods:

(a) First renewal period of ten (10) years upon expiration of the original term; and

(b) Second renewal period of ten (10) years upon expiration of the first renewal period.

2.3 This Lease shall be deemed to have been automatically extended for each of the renewal periods unless Lessee gives written notice to Lessor of Lessee's intent not to extend this Lease not less than sixty days prior to the expiration date of the then current term or renewal period.

2.4 The extension of this Lease for any renewal periods, and each of them, is subject to all the covenants, terms, conditions, reservations, restrictions, time limitations and other provisions of this Lease, including, but not limited to, the provisions for establishment and adjustment of annual rental set forth in Sections 3.4 and 3.5 hereof. If Lessee or its assigns or successors in interest is or are in default at the expiration of the original term or any renewal period hereof, the Lease shall expire as of such date and cannot be extended thereafter.

### 3. Rent.

3.1 Lessee agrees to pay to Lessor at such place as Lessor may designate in writing and without deduction, offset, prior notice, or demand, as rent for the Premises during the original term, the sum of Seventy-five Thousand Dollars (\$75,000) per year in lawful money of the

United States, payable in advance on or before July 1 of each calendar year during the term hereof commencing July 1, 1982. Rent for any period during the term hereof which is for less than one calendar year shall be a pro rata portion of the annual installment.

3.2 If Lessee fails to pay the annual rental specified in this Lease within 30 days after Lessor has given Lessee written notice of Lessee's failure to pay such annual rental when due, Lessee shall pay to Lessor a late charge of One Thousand Dollars (\$1,000.00) in addition to the accrued and unpaid rental and, in addition to such charge, Lessee shall pay to Lessor interest at the rate of five-sixths of one percent (5/6%) per month upon the sum due from the date on which such rental became due and payable to and including the date of payment in full.

3.3 It is specifically agreed that in the event of the termination of this Lease by Lessor with cause or by Lessee prior to the expiration date of the original term, or prior to the expiration date of any renewal period, no portion of the annual rental paid in advance shall be refundable; provided, however, that in the event that any casualty should render impractical the use of the Premises for the purposes to which the Premises are devoted, Lessee shall have the right to terminate this Lease upon written notice within thirty days after the date of such casualty and be entitled to a pro rata refund of annual rental paid in advance from the date of such termination.

3.4(a) Within 180 days prior to the commencement of any renewal term of this Lease as provided

in Section 2.2, Lessor or Lessee by written notice to the other party may request that Lessor and Lessee consult with respect to the rent to be paid during such renewal term, and Lessor and Lessee shall attempt to agree upon an adjustment in the annual rental during such respective renewal term.

3.4(b) If the parties are in agreement as to the fair market value of the Premises, the adjusted annual rental during the renewal term period shall be set by applying the applicable percent of such value set forth at the time of such agreement in Title 2 of the California Administrative Code, or in the relevant statute or administrative rule or regulation then in effect with respect to State lands of like character leased by the State Lands Commission, or its successor. The determination of fair market value of the Premises shall be based on that definition of fair market value contained in California Code of Civil Procedure Section 1263.320(a) as said section reads on April 1, 1982, without taking into account the improvements located thereon or the leasehold interest.

3.4(c) If the parties agree on such adjusted annual rental, they shall forthwith execute an amendment to this Lease stating the amount of such rental which shall take effect the next anniversary date of this Lease.

3.5(a) If the parties are unable to agree on the adjusted annual rental in the manner provided for in Section 3.4 within 45 days after the written notice provided for in Section 3.4(a), then either party may elect to arbitrate by giving written notice to the other party of such election and the name of a real estate appraiser with at

least five (5) years' full-time appraisal experience in California appointed to reappraise the fair market value of the Premises.

3.5(b) If a party does not appoint an appraiser meeting the same qualifications specified above within ten (10) days after the other party has given notice to arbitrate and the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall reappraise the fair market value of the Premises.

3.5(c) If each party appoints an appraiser, the appraisers shall meet promptly and attempt to determine the fair market value of the Premises.

3.5(d) If the two appraisers are unable to agree on the fair market value of the Premises within thirty (30) days after the second appraiser has been appointed, they shall select a third appraiser who shall meet the same appraiser qualifications specified above, said selection shall be made within ten (10) days after the last day the two appraisers are given to determine the fair market value of the Premises.

3.5(e) If such two appraisers are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' written notice to the other party, may apply to the Presiding Judge of the Superior Court of the County of Humboldt for the selection of a third appraiser who meets the qualifications specified above.

3.5(f) Each of the parties shall bear one-half (1/2) of the costs and fees of the third appraiser.

3.5(g) The third appraiser, however selected, shall be a person who is not at the time of such appointment actively engaged in any appointments for either party. The provisions of this paragraph may be waived by the parties.

3.5(h) Within sixty (60) days after the selection of the third appraiser, a majority of the appraisers shall reappraise the fair market value of the Premises.

3.5(i) If a majority of the appraisers are unable to agree on the fair market value of the Premises within such time, the three appraisers' appraisals of the fair market value shall be added together and their total divided by three; the resulting quotient shall be used as the fair market value of the Premises.

3.5(j) If the low appraisal and/or the high appraisal are/is more than ten percent (10%) lower and/or higher than the middle appraisal, either or both appraisal which exceeds such percentage shall be disregarded.

3.5(k) If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be used as the fair market value of the Premises.

3.5(l) If both the low appraisal and the high appraisal are disregarded as hereinabove provided, the middle appraisal shall be used as the fair market value of the Premises.

3.5(m) Upon establishment of the fair market value of the Premises as provided in this Section 3.5, the amount of rental shall be determined by Lessor by applying the standards set forth in Section 3.4(b).



3.5(n) After the adjusted annual rental has been set, Lessor shall immediately notify Lessee in writing of the new adjusted annual rental. Lessee shall have thirty days in which to consent in writing to such adjusted annual rental. If Lessee does not deliver to Lessor Lessee's written consent to the adjusted annual rental within such thirty days, this Lease shall automatically terminate on the expiration of such thirty days or on the expiration date of the term, whichever shall occur later.

3.5(o) Upon Lessee's consent pursuant to Section 3.5(n) to the adjusted annual rental, the adjusted annual rental shall become effective as of the date of Lessor's notification to Lessee of the new adjusted rental or the commencement of the renewal term, whichever shall occur later.

3.5(p) In the event that the term of this Lease expires while the adjusted annual rental is being established pursuant to this Section 3.5, Lessor consents to the holding over of the Premises by Lessee subject to the provisions of Section 14 and the termination provisions of Section 3.5(n). Each renewal term hereunder shall be deemed to commence as of the expiration of the preceding term or renewal term notwithstanding any delays in the establishment of the adjusted annual rental.

4. Land Use.

4.1 Lessee agrees to use the Premises only for general industrial or commercial purposes and for the operation and maintenance of the improvements now located on

the Premises and incidental mooring purposes. No additional buildings, pipelines or other out-of-doors structures or improvements shall be constructed on the Premises without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold.

4.2 Lessee shall, at its own expense, maintain and keep the Premises and all improvements in good order and repair and sound condition provided, however, that this Lease shall not require Lessee to improve any structure on the Premises over the condition of said structure as the same existed on the date of this Lease.

4.3 The removal of, or substantial alteration to, any existing structure or other improvement shall not be undertaken without prior written permission of Lessor, which permission shall not be unreasonably withheld. The Samoa small log mill is specifically exempt from this paragraph 4.3, and no consent shall be required for said mill's alteration or removal.

4.4 No permission or regulatory permit issued under the authority of California Harbors and Navigation Code, Appendix II, shall be required hereunder from Lessor for any repair, replacement, or maintenance in kind of the Premises or improvements thereon. A regulatory permit shall be required for any dredging, construction of any new structure or other improvement, or removal of or substantial alteration to any existing structure or other improvement bayward of the present line of mean higher high water.

4.5 Lessee in its use of the Premises shall not discriminate against any person or class of persons on

the basis of race, color, creed, national origin, sex, age, or physical handicap.

4.6 Improvements on the Premises shall not be used as a residence or for the purpose of mooring a floating residence.

5. Reservations and Encumbrances.

5.1 Lessor and Lessee acknowledge that all deposits of minerals, including oil and gas, on the Premises have been reserved to the State of California pursuant to Harbors and Navigation Code Appendix II, §78(g). Lessor furthermore expressly reserves all other natural resources in or on the Premises, including but not limited to sand, gravel, and inert earth. With respect to dredged material from the Premises, Lessee agrees to use its reasonable best efforts to sell such material in the event such material is not disposed of on the Premises. Lessee further agrees to pay to Lessor any proceeds of such sale net of transportation and deposition costs. In no event shall any minerals or other natural resources be removed from the Premises without the prior consent of Lessor.

5.2 Lessor shall have the right to go on the Premises during normal business hours and in groups of not more than three people and upon not less than 24 hours notice for the purposes of inspecting the Premises or showing the same to prospective lenders or lessees.

5.3 Lessor expressly reserves the right to lease or encumber the Premises, in whole or in part, during the Lease term for any purpose not inconsistent nor incompatible with the rights or privileges of Lessee under this

Lease provided that such lease or encumbrance does not interfere with Lessee's right to quiet enjoyment of the Premises.

5.4 This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and it is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended use.

5.5 Nothing in this Lease shall preclude Lessee from excluding persons from the Premises when their presence or activity constitute a material interference with Lessee's use and enjoyment of the Premises as provided under this Lease.

6. Rules, Regulations and Taxes.

6.1 The Lessee is hereby notified by Lessor that the possessory interest created hereunder may be subject to a possessory interest tax or property taxation when created, pursuant to Sections 107 to 107.6 of the California Revenue and Taxation Code, and that Lessee and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Lessee agrees and acknowledges that it has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that it may be required to pay a possessory interest tax as a result of this Lease and the letting to Lessee of the Premises. Lessee hereby acknowledges that it has actual knowledge of the possible existence of a possessory interest tax and has read the provisions of Sections 107 to 107.6 of the California Revenue and Taxation Code.

Lessee shall pay all possessory interest taxes levied by any governmental agencies by reason of this Lease or Lessee's possession of the Premises.

7. Indemnity.

7.1 Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liabilities, claims, losses, actions, demands, damages, or injuries of any kind and from any cause, occurring on the Premises or arising out of or connected in any way with the issuance of this Lease; provided, however, that Lessee shall have no obligation whatsoever to save harmless or defend Lessor and its officers, agents and employees, or any of them, from any claim, litigation or attack which involves the legality, validity or sufficiency of this Lease or of any settlement agreement of which this Lease may be a part.

8. Liability Insurance.

8.1 Lessor and Lessee acknowledge that Lessee is self-insured. Lessee shall not be required to obtain or maintain insurance except at such time that the net worth of Lessee or any successor or assign is Ten Million Dollars, as determined in 1982 dollars, or less, in which event Lessee shall obtain at its own expense and keep in full force and effect during any such time with an insurance company acceptable to Lessor comprehensive liability insurance, in an amount not less than One Million Dollars, as determined in 1982 dollars, combined single limit coverage insuring

Lessee and Lessor against any and all claims or liability arising out of the use, occupancy, condition or maintenance of the Premises and all improvements thereon.

8.2 Any insurance policy or policies required under Section 8.1 shall name Lessor as an additional insured or co-insured party as to the Premises and shall identify this Lease. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current.

8.3 Any liability insurance coverage required under Section 8.1 shall be in effect during such times specified in such section until all of the Premises have been either accepted as improved by Lessor or restored pursuant to Section 12.

9. Assignment, Encumbrancing or Subletting.

9.1 Lessee shall not either voluntarily or by operation of law assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Premises, in whole in in part, without the prior written approval of Lessor, which approval Lessor shall not unreasonably withhold. All assignments, transfers and subleases of this Lease, and each of them, shall be subject to all the covenants, terms, conditions, reservations, restrictions, time limitations and other provisions of this Lease.

10. Default and Remedies.

10.1 The occurrence of any one or more of the following events shall constitute a default or breach of this Lease by Lessee:

2

(a) Lessee's failure to make any payment of rental or other consideration as required under this Lease, where such failure continues for three days after notice from Lessor to Lessee.

(b) Lessee's failure to obtain or maintain any liability insurance required under Section 8.1.

(c) Lessee's vacation or abandonment of the Premises during the Lease term.

(d) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of sixty (60) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such sixty (60) day period and diligently proceeds with such cure to completion.

10.2 In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

(a) Re-enter the Premises, remove all persons and property, and repossess and enjoy such premises.

(b) Terminate this Lease and Lessee's right of possession of the Premises. Such termination

shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Premises to Lessor.

(d) Exercise any other right or remedy which Lessor may have at law or in equity.

11. Lessee's Termination and Surrender of Premises.

Lessee may terminate this Lease for any reason upon giving Lessor at least sixty (60) days prior written notice. Lessee agrees that on the expiration or termination of this Lease it shall responsibly leave and surrender the Premises to Lessor in a state of good order, condition, repair, and restoration as provided under Section 12. The exercise of any right of termination shall not release Lessee from liability for any unpaid but accrued rental or other consideration which may be due under this Lease or from any other obligations still applicable under the Lease. No portion of any rental paid by Lessee in advance shall be refunded except as provided in Section 3.3.

12. Restoration of Premises.

12.1 Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Premises, as then improved with structures, buildings, pipelines, machinery, and facilities; or Lessor may require Lessee to remove all or any portion of such improvements at Lessee's sole expense and risk provided, however, that Lessee shall be responsible for removing only such improvements as Lessor shall identify in writing to Lessee no later than thirty days after the expiration or earlier termination date of this Lease and shall only be required to remove



entire structures or all such portions of a structure as are located on the Premises; or, if Lessee refuses, Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. In the event any improvements are left at the request of Lessor, Lessor shall reimburse Lessee for the fair market value of such improvements as determined in a manner consistent with that provided for in Sections 3.4 and 3.5. Lessor shall not have the right to require Lessee to remove any fill now on the Premises, nor shall Lessee be entitled to any compensation therefor.

12.2 In removing any such improvements required to be removed pursuant to Section 12.1 Lessee shall restore the Premises as nearly as possible to the conditions existing prior to their installation or construction.

12.3 Lessee shall undertake and pursue to completion with due diligence and within a reasonable time all removal and restoration required pursuant to Sections 12.2 and 12.3. All such removal and restoration shall be to the satisfaction of Lessor and shall be completed no later than one year of the expiration or sooner termination of this Lease.

13. Quitclaim.

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient quitclaim of all rights under this Lease. Should Lessee fail or refuse to deliver such a quitclaim, a written notice by Lessor reciting such failure or refusal shall,

from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Premises and improvements thereon.

14. Holding Over.

Any holding over by Lessee after the expiration of the Lease term, or any renewal, with or without the express or implied consent of Lessor, shall constitute a tenancy from month-to-month and not an extension of the Lease term and shall be on the terms, covenants and conditions of this Lease with rental, royalty or other consideration payable in advance on the first day of each month, at the rate of one-twelfth (1/12th) of the most recent annual rent.

15. Additional Provisions.

15.1. The failure to enforce any right hereunder, or the waiver by either party of any default or breach of any covenant, term, condition, restriction or time limitation herein shall not constitute a waiver of the future exercise of any such right or of any other default or breach, whether of the same or any other covenant, term, condition, restriction or time limitation herein regardless of such party's knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by Lessor shall not constitute a waiver of any preceding default or breach of any covenant, term, condition, restriction or time limitation, other than the failure of Lessee to pay the particular monies so accepted, regardless of Lessor's knowledge of such preceding default or breach at

the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Lessor.

15.2 Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

15.3 All notices required to be given under this Lease shall be given in writing, sent by United States mail with postage prepaid, to the following addresses, or at such other address as may be given by written notice to the other party from time to time:

Lessor:

Humboldt Bay Harbor, Recreation, and  
Conservation District  
Post Office Box 134  
Eureka, California 95501  
Attention: Mr. Jack Alderson

Lessee:

P.O. Box  
158 Samoa, Ca.  
95564

15.4 Where Lessor's consent is required under this Lease, its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

15.5 This Lease may be terminated and its terms, covenants and conditions amended, revised or supplemented by mutual agreement of the parties.

15.6 The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

15.7 If any term, covenant or condition of this Lease is judicially determined to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

15.8 This Lease may be executed in any number of counterparts.

16. Right of Way.

Upon the expiration or earlier termination of this Lease, Lessee shall forthwith execute in favor of Lessor or Lessor's successor in interest, without further consideration, a deed granting to Lessor or Lessor's successor an easement and right of way for pedestrian and vehicular ingress and egress and utility installations, to and from the Premises to the county road located northwesterly thereof. Such easement and right of way shall be located as described in Exhibit 3 hereto; provided, however, Lessee shall have the right in its sole discretion to relocate such easement and right of way prior to execution of its easement deed provided the northerly terminus of such easement and right of way remains as described in Exhibit 3 and the bayward terminus intersects the Premises at a point at or westerly of the west section line for Section 15, T5N, R1W, H.B.&M. Such easement and right of way shall not be less than sixty feet width, shall have standard adequate turning radii for its width, and shall be graded and graveled at Lessee's sole expense.

17. Attorney's Fees. If either party brings an action to enforce the terms hereof or declare rights here-

18.

8

under, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates specified immediately adjacent to their respective signatures.

HUMBOLDT BAY HARBOR, RECREATION,  
AND CONSERVATION DISTRICT

Date: November 21, 1983

By *James A. Gert*  
Title President

LOUISIANA PACIFIC CORPORATION

Date: November 1, 1983

By *Larry A. Werbo*  
Title Chairman and President

0040m

**PARCEL LEASE**

**HUMBOLDT BAY HARBOR, RECREATION AND  
CONSERVATION DISTRICT**

**TO**

**LOUISIANA PACIFIC CORPORATION**

All that certain real property situated within and being portions of projected Sections 15, 16, and 21, T5N R1W H.B.&M. Said real property being a part of the Humboldt Bay Tide Lands and Submerged Lands, Humboldt County, California, and described as follows:

Beginning at the intersection of the mean high water tide line, as said tide line being fixed in the year 1870, and as shown on the U.S. Coast Survey topographic map register No. 1175 survey of Humboldt Bay, with the easterly extension of the east-west quarter section line of said Section 21. Said intersection bears South 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11.

Thence Northerly along said tide line the following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,  
North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,  
North 19° 52' East 165. feet,  
North 23° 21' East 207. feet,  
North 21° 14' East 188. feet,  
North 11° 14' East 159. feet,  
North 24° 20' East 126. feet,  
North 39° 32' East 82. feet,  
North 25° 18' East 143. feet,  
North 13° 56' East 137. feet,  
North 3° 11' East 72. feet,  
North 21° 24' East 263. feet,  
North 14° 27' East 337. feet,  
North 20° 19' East, 308. feet,  
North 23° 14' East, 254. feet,  
North 27° 55' East, 132. feet,  
North 37° 57' East, 75. feet,  
North 28° 13' East, 140. feet,  
North 23° 28' East, 231. feet,  
North 30° 28' East, 79. feet,  
North 14° 02' East, 124. feet,  
North 21° 09' East, 213. feet,  
North 24° 44' East, 98. feet,  
North 11° 32' East, 150. feet,  
North 24° 01' East, 192. feet,

**EXHIBIT 1**  
(consisting of 9 pages)

North 45° 34' East, 71. feet,  
 North 25° 41' East, 88. feet,  
 North 27° 03' East, 161. feet,  
 North 55° 07' East, 451. feet,  
 North 41° 59' East, 135. feet,  
 North 58° 14' East, 49. feet,  
 North 38° 40' East, 45. feet,  
 North 38° 30' East, 512. feet,  
 North 48° 46' East, 118. feet,  
 North 74° 35' East, 30. feet,  
 North 19° 17' East, 42. feet,  
 North 78° 41' East, 36. feet,  
 North 03° 32' East, 97. feet,  
 North 34° 45' East, 119. feet,  
 North 46° 58' East, 41. feet,  
 North 59° 56' East, 44. feet,  
 North 39° 42' East, 69. feet,  
 North 24° 20' East, 46. feet,  
 North 54° 35' East, 55. feet,  
 North 59° 09' East, 84. feet,  
 North 33° 41' East, 79. feet,  
 North 27° 10' East, 85. feet,  
 North 62° 25' East, 76. feet,  
 North 69° 46' East, 40. feet,  
 North 40° 06' East, 50. feet,  
 North 31° 55' East, 72. feet,  
 North 54° 08' East, 102. feet,  
 North 79° 20' East, 70. feet,  
 South 88° 19' East, 34. feet,  
 North 72° 21' East, 92. feet,  
 North 56° 07' East, 84. feet,  
 North 52° 31' East, 38. feet,  
 North 19° 23' East, 114. feet,  
 North 65° 46' East, 44. feet,  
 North 80° 59' East, 83. feet,  
 North 76° 10' East, 67. feet,  
 North 72° 15' East, 52. feet,  
 North 51° 08' East, 172. feet,  
 North 54° 36' East, 140. feet,  
 North 47° 44' East, 89. feet,  
 North 60° 42' East, 47. feet,  
 North 25° 46' East, 97. feet,  
 North 52° 18' West, 28. feet,  
 North 68° 50' West, 33. feet,  
 North 41° 30' East, 35. feet,  
 North 59° 02' East, 58 feet,  
 North 28° 37' East, 63. feet,  
 North 31° 09' East, 157. feet,  
 North 46° 08' East, 107. feet,  
 North 61° 11' East, 46. feet,  
 North 57° 10' East, 37. feet,  
 North 66° 24' East, 95. feet,  
 North 60° 28' East, 34 feet to a point having California Coordinates  
 N 550225.92, E 1398417.45, said point also bears South 57° 08'  
 22" East 814.16 feet from the northwest corner of Section 15,  
 T5N, R1W, H.B.&M., as shown in Book 10 of Surveys, Page 74,

Humboldt County Records, said Section Corner having California Coordinates N 550667.68 , E 1397733.56 ;

Thence North 45° 53' East 32.08 feet to the U.S. meander line within said Section 15. Said line being shown on the official township plat prepared by the U.S. General Land Office;

Thence leaving said meander line, East 177.52 feet to the mean high water tide line. Said tide line being fixed at elevation plus 6.00 feet in the year 1976, mean lower low water datum;

Thence along said high water tide line the following courses:

South 28° 25' 45" West 37.81 feet,  
South 42° 26' 10" West 47.42 feet,  
South 64° 33' 30" West 114.06 feet,  
South 49° 32' 53" West 124.84 feet,  
South 38° 39' 35" West 96.05 feet,  
South 62° 31' 32" West 28.18 feet,  
South 26° 33' 54" West 22.36 feet,  
South 52° 22' 26" West 60.61 feet,  
South 42° 22' 25" West 77.16 feet,  
South 50° 46' 28" West 63.25 feet,  
South 40° 18' 51" West 86.56 feet,  
South 56° 18' 36" West 18.03 feet,  
South 65° 33' 22" West 36.25 feet,  
South 17° 06' 10" West 40.80 feet,  
South 48° 26' 51" West 117.59 feet,  
South 41° 59' 14" West 40.36 feet,  
South 24° 26' 38" West 48.33 feet,  
South 6° 28' 59" West 44.28 feet,  
South 2° 36' 09" East 44.05 feet,  
South 12° 05' 41" West 28.64 feet,  
South 20° 08' 11" West 127.81 feet,  
South 25° 35' 19" West 78.72 feet,  
South 40° 00' 49" West 105.76 feet,  
South 63° 01' 11" West 123.43 feet,  
South 65° 46' 20" West 43.86 feet,  
South 84° 43' 34" West 130.55 feet,  
West 10.00 feet,  
South 45° 43' 31" West 55.87 feet,  
South 43° 19' 54" West 72.86 feet,  
South 38° 14' 47" West 108.23 feet,  
South 41° 27' 19" West 80.06 feet,  
South 50° 11' 40" West 78.10 feet,  
South 54° 46' 57" West 83.24 feet,  
South 44° 18' 35" West 117.39 feet,  
South 48° 16' 14" West 49.58 feet,  
South 51° 57' 36" West 29.21 feet,



South 49° 38' 08" West 52.50 feet,  
South 38° 22' 03" West 61.22 feet,  
South 37° 35' 47" West 126.21 feet,  
North 76° 30' 15" West 25.71 feet,  
North 54° 34' 59" West 55.22 feet,  
West 15.00 feet,  
South 29° 03' 17" East 20.59 feet,  
South 25° 36' 08" East 53.23 feet,  
South 7° 07' 31" West 12.02 feet,

Thence leaving said high water tide line and along the following courses:

South 49° 00' 00" East 177.12 feet,  
North 41° 00' 00" East 120.00 feet,  
South 49° 00' 00" East 179.00 feet,  
South 41° 00' 00" West 1160.74 feet,  
North 49° 00' 00" West 171.54 feet,  
South 37° 13' 23" West 50.00 feet,  
North 52° 46' 37" West 60.00 feet,  
South 37° 13' 23" West 746.77 feet,  
South 63° 00' 00" East 125.00 feet,  
South 27° 00' 00" West 140.00 feet,  
North 63° 00' 00" West 258.27 feet to said high water tide line,  
1976;

Thence along said tide line the following courses:

South 2° 43' 56" West 41.16 feet,  
South 24° 46' 31" West 28.64 feet,  
South 24° 35' 24" West 64.89 feet,  
South 32° 04' 26" West 88.51 feet,  
South 29° 27' 13" West 97.62 feet,  
South 32° 28' 16" West 65.19 feet,  
South 13° 36' 02" West 63.79 feet,  
South 31° 08' 20" West 56.08 feet,  
South 43° 11' 29" West 67.21 feet,  
South 42° 02' 21" West 9.62 feet,

Thence leaving said tide line and along the following courses:

South 63° 00' 00" East 74.57 feet,  
South 6° 12' 12" East 231.36 feet,  
South 33° 01' 11" West 307.27 feet,  
North 63° 00' 00" West 158.23 feet to said tide line, 1976;

Thence along said tide line the following courses:

South 20° 37' 12" West 4.48 feet,  
South 39° 38' 39" West 45.45 feet,  
South 44° 16' 29" West 55.87 feet,  
South 53° 07' 48" West 40.00 feet,  
South 50° 42' 38" West 71.06 feet,

South 36° 11' 36" West 50.80 feet,  
 South 25° 15' 11" West 58.60 feet,  
 South 18° 03' 38" West 96.77 feet,  
 South 20° 05' 43" West 218.29 feet,  
 South 17° 14' 29" West 151.82 feet,  
 South 17° 06' 10" West 54.41 feet,  
 South 13° 08' 03" West 61.61 feet,  
 South 4° 05' 08" East 56.14 feet,  
 South 11° 02' 27" East 83.55 feet,  
 South 16° 01' 56" East 90.52 feet,  
 South 5° 11' 40" West 33.14 feet,  
 South 47° 54' 39" West 41.77 feet,  
 South 65° 03' 22" West 47.42 feet,  
 South 53° 31' 51" West 57.20 feet,  
 South 38° 39' 35" West 51.23 feet,  
 South 30° 10' 25" West 49.74 feet,  
 South 26° 33' 54" West 78.26 feet,  
 South 29° 53' 56" West 46.14 feet,  
 South 19° 26' 24" West 36.06 feet,  
 South 8° 21' 57" West 34.37 feet,  
 South 26° 33' 54" West 17.89 feet,  
 South 23° 11' 55" West 22.85 feet,  
 South 33° 05' 06" West 78.77 feet,  
 South 42° 42' 34" West 17.69 feet,  
 South 32° 47' 03" West 70.18 feet,  
 South 22° 28' 46" West 31.39 feet,  
 South 7° 38' 00" West 180.20 feet,

Thence leaving said tide line and along the following courses:

South 66° 30' 53" East 825.85 feet,  
 South 23° 29' 07" West 1340.00 feet,  
 North 66° 30' 53" West 247.00 feet to a point that bears North  
 23° 29' 07" East 200.00 feet from angle point # 18 which being in  
 the U.S. Pierhead line. Said line being established on the  
 westerly side of Humboldt Bay by the U.S. Army Engineer District,  
 San Francisco, Corps of Engineers in the Survey-Harbor Lines,  
 for Humboldt Harbor and Bay, California, dated August 1, 1957,  
 file no. 5-4-8.

Thence North 66° 30' 53" West 507.15 feet to the mean low water  
 tide line. Said tide line being fixed by the U.S. Coast Survey,  
 "Hydrographic Survey of Humboldt Bay" in the year 1871;

Thence along said tide line South 10° 44' 00" West 4.09 feet to  
 the intersection of the easterly extension of the east-west  
 quarter section line of aforesaid Section 21. Said intersection  
 bears South 88° 32' 46" East 1554.44 feet along said extension  
 from the west quarter section corner of said Section 21 which has  
 California Coordinates of N 542832.25, E 1392231.11;

Thence along said easterly extension North 88° 32' 46" West 82.34  
 feet to the point of beginning.

Excepting therefrom the following described parcel:

All that certain real property situated within and being portions of projected Section 21, T5N R1W H.B.&M. Said real property being a part of the Humboldt Bay Tide Lands and Submerged Lands, Humboldt County, California, and described as follows:

Beginning at the intersection of the mean high water tide line, as said tide line being fixed in the year 1870, and as shown on the U.S. Coast Survey topographic map register No. 1175 survey of Humboldt Bay, with the easterly extension of the east-west quarter section line of said Section 21. Said intersection bears South 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11..

Thence Northerly along said tide line the following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,  
North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,  
North 19° 52' East 165. feet,  
North 23° 21' East 207. feet,  
North 21° 14' East 188. feet,  
North 11° 14' East 159. feet,  
North 24° 20' East 126. feet,  
North 39° 32' East 82. feet,  
North 25° 18' East 143. feet,  
North 13° 56' East 137. feet,  
North 3° 11' East 72. feet,  
North 21° 24' East 263. feet,  
North 14° 27' East 337. feet,

Thence North 20° 19' East 100.63 feet to a point on the North line of said Section 21. Said point being South 88° 32' 46" East 2188.91 feet from the Northwest corner of said Section 21. Said section corner having California Coordinates of N 545469.83, E 1392296.45;

Thence South 88° 32' 46" East 156.47 feet along the north line of said Section 21 to the Mean Low Water Line as it existed in the year 1870.

Thence Southerly along said line the following courses:

South 18° 21' West 416.67 feet,  
South 21° 39' West, 1352 feet,  
South 20° 52' West, 298 feet,  
South 12° 47' West, 221 feet,  
South 7° 11' West, 128 feet,  
South 6° 44' West, 145 feet  
South 10° 44' 00" West 204 feet to the intersection of  
the easterly extension of the east-west quarter section  
line of aforesaid Section 21. Said intersection bears  
South 88° 32' 46" East 1554.44 feet along said extension  
from the west quarter section corner of said Section 21  
which has California Coordinates of N 542832.25, E 1392231.11;

Thence along said easterly extension North 88° 32' 46" West  
82.34 feet to the point of beginning.

Bearings and distances herein are based on the California  
Coordinate System, Zone 1.

PARCEL C-1 LEASE  
HUMBOLDT BAY HARBOR, RECREATION AND  
CONSERVATION DISTRICT  
TO  
LOUISIANA PACIFIC CORPORATION

All that certain real property situated within and being portions of projected Section 21, T5N R1W H.B.&M. Said real property being a part of the Humboldt Bay Tide Lands and Submerged Lands, Humboldt County, California, and described as follows:

Beginning at a point in the mean high water tide line of said Bay. Said tide line being fixed at elevation plus 6.00 feet in the year 1976, mean lower low water datum. Said point bears North  $51^{\circ} 18' 46''$  East 2894.39 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11.

Thence along said tide line the following courses:

North  $30^{\circ} 10' 25''$  East 19.15 feet,  
North  $38^{\circ} 39' 35''$  East 51.23 feet,  
North  $53^{\circ} 31' 51''$  East 57.20 feet,  
North  $65^{\circ} 03' 22''$  East 47.42 feet,  
North  $47^{\circ} 54' 39''$  East 41.77 feet,  
North  $5^{\circ} 11' 40''$  East 33.14 feet,  
North  $16^{\circ} 02' 15''$  West 2.32 feet,

Thence leaving said tide line and along the following courses:

South  $70^{\circ} 12' 57''$  East 112.90 feet,  
South  $72^{\circ} 38' 46''$  East 125.00 feet,  
South  $17^{\circ} 21' 14''$  West 100.00 feet,  
North  $72^{\circ} 38' 46''$  West 170.00 feet,  
South  $17^{\circ} 21' 14''$  West 110.00 feet,  
North  $72^{\circ} 38' 46''$  West 172.48 feet to the point of beginning.

Containing 0.96 acres.

The bearings and distances shown herein are based on the California Coordinate System, Zone 1.

PARCEL C-2 LEASE

HUMBOLDT BAY HARBOR, RECREATION AND  
CONSERVATION DISTRICT  
TO  
LOUISIANA PACIFIC CORPORATION

All that certain real property situated within and being portions of projected Section 21, T5N R1W H.B.&M., said real property being a part of the Humboldt Bay Tide Lands and Submerged Lands, Humboldt County, California, and described as follows:

Beginning at a point in the mean high water tide line of said Bay. Said tide line being fixed at elevation plus 6.00 feet in the year 1976, mean lower low water datum. Said point bears North 48° 25' 48" East 3193.15 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates of N 542832.25, E 1392231.11;

Thence along said tide line the following courses:

North 11° 02' 27" West 31.57 feet,  
North 4° 05' 08" West 56.14 feet,  
North 13° 08' 03" East 15.09 feet,

Thence leaving said tide line and along the following courses:

North 75° 11' 46" East 81.97 feet,  
North 28° 27' 44" East 180.00 feet,  
South 61° 32' 16" East 100.00 feet,  
South 28° 27' 44" West 223.21 feet,  
South 75° 11' 46" West 144.76 feet to the point of beginning.

Containing 0.73 acres.

The bearings and distances herein are based on the California Coordinate System, Zone 1.



PACIFIC OCEAN

# EXHIBIT MAP

FOR  
HUMBOLDT BAY HARBOR  
RECREATION & CONSERVATION DIST.  
IN SECTIONS 15, 16, 21 T5N, R1W  
JANUARY 1983  
SCALE 1" = 1000'



WINZLER & KELLY  
GROUP CONSULTING ENGINEERS

A right-of-way 60 feet wide in Section 16, Township 5 North, Range 1 West, Humboldt Meridian, Humboldt County, California, described as follows:

Beginning in County Road No. 3K015 at a point having a California Coordinates of North 549,763.74, East 1,397,397.32 and from which the Northeast corner of said Section 16, having a California Coordinates of North 550,667.68, East 1,397,733.56 bears North 20 degrees 24 minutes 13 seconds East, 964.45 feet.

Thence North 78 degrees 06 minutes East, 60.66 feet;

Thence South 3 degrees 24 minutes East 392.73 feet to the Mean High Water Line of Humboldt Bay as it existed in 1870;

Thence along said line South 80 degrees 59 minutes West 53.35 feet;

Thence South 65 degrees 46 minutes West 7.40 feet;

Thence leaving said line North 3 degrees 24 minutes West 391.62 feet to the point of beginning.

The Basis of bearings used in this description is the California Coordinate System, Zone 1.



1 JEREMIAH R. SCOTT, JR.  
1118 Sixth Street  
2 Eureka, California 95501  
Telephone: (707) 443-2781

3 NOSSAMAN, KRUEGER & KNOX  
4 415 South Figueroa Street  
Los Angeles, California 90071  
5 Telephone: (213) 628-5221

6 Attorneys for Plaintiff  
Humboldt Bay Harbor, Recreation,  
7 and Conservation District

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF HUMBOLDT

10  
11 HUMBOLDT BAY HARBOR, RECREATION, )  
AND CONSERVATION DISTRICT, )

12 Plaintiff, )

13 v. )

14 LOUISIANA PACIFIC CORPORATION, )  
15 a corporation; THE STATE )  
OF CALIFORNIA; et al., )

16 Defendants. )  
17

No. 59058

STIPULATION FOR ENTRY  
OF JUDGMENT

18 IT IS HEREBY STIPULATED by and among the parties hereto  
19 that:

20 1. The above-entitled action is the subject of an  
21 Agreement and Escrow Instructions for the Settlement of a Dispute  
22 Relating to Land Within the Humboldt Bay Area By and Between the  
23 Humboldt Bay Harbor, Recreation, and Conservation District and  
24 Louisiana Pacific Corporation, dated \_\_\_\_\_, 1982  
25 ("Settlement Agreement"). Plaintiff Humboldt Bay Harbor, Recre-  
26 ation, and Conservation District ("District") and defendant  
27 Louisiana Pacific Corporation ("Louisiana Pacific") are parties to  
28 the Settlement Agreement.

1           2.    The property described in the complaint herein  
2 encompasses the property referred to as the "Settlement Area" in  
3 the Settlement Agreement.

4           3.    A Stipulation and Order filed herein on June 18,  
5 1979, fixed the boundaries of lands within the Settlement Area  
6 which are (a) owned by the District in fee, in trust, subject to  
7 the reversionary rights of the State of California, (b) owned by  
8 Louisiana Pacific in fee, free from the public trust easement for  
9 commerce, navigation and fishery, and (c) owned by Louisiana  
10 Pacific, in fee, subject to the public trust easement for com-  
11 merce, navigation and fishery.

12           4.    Section 2.1 of the Settlement Agreement provides,  
13 inter alia, for the mutual quitclaim by the District and Louisiana  
14 Pacific of their respective rights, titles and interests to lands  
15 stipulated to belong to the other party, subject to certain  
16 reservations.

17           5.    The mutual quitclaims provided for in Section 2.1 of  
18 the Settlement Agreement were recorded \_\_\_\_\_, 1982 in  
19 Book \_\_\_\_\_, page \_\_\_\_\_ and Book \_\_\_\_\_, page \_\_\_\_\_,  
20 of the Official Records of Humboldt County.

21           6.    Section 3.4 of the Settlement Agreement provides,  
22 inter alia, that the State Lands Commission ("Commission") of  
23 defendant State shall approve of the Settlement Agreement and the  
24 agreements and confirmation of title provided for therein.

25           7.    On October 28, 1982, the Commission on behalf of  
26 defendant State gave such approval, as evidenced by a Minute Item  
27 and Certificate which were recorded on \_\_\_\_\_,  
28 1982, in Book \_\_\_\_\_, page \_\_\_\_\_, of the Official Records of

1 Humboldt County.

2 8. The parties intend that the Judgment herein shall  
3 confirm their respective rights, titles, and interests in and to  
4 the Settlement Area in accordance with the Settlement Agreement  
5 and as reflected in those recorded instruments referred to in  
6 Paragraphs 5 and 7 hereinabove. Consequently, the parties hereby  
7 stipulate for entry of Judgment providing that:

8 A. Plaintiff Humboldt Bay Harbor,  
9 Recreation, and Conservation District is the  
10 fee owner, as trustee for the benefit of the  
11 public, subject to the reversionary interest of  
12 defendant State of California, of all of the  
13 property described in the complaint herein  
14 ("the Property") located bayward and east of  
15 the following described line, which line  
16 describes (1) the line of mean low water as  
17 said line existed in its last natural condition  
18 along these portions of the Property which were  
19 patented into private ownership, subject to the  
20 public trust easement for commerce, navigation  
21 and fishing, by the patent for Tideland Survey  
22 No. 75, and (2) the line of mean high water as  
23 said line existed in its last natural condition  
24 along those portions of the Property which were  
25 not patented into private ownership by the  
26 patent for Tideland Survey No. 75:  
27 Beginning at the intersection of the mean high  
28 water line, as said line existed in the year

1870, with the easterly extension of the  
east-west quarter section line of Section 21,  
T5N, R1W, H.B.&M. Said intersection bears  
South 88° 32' 46" East 1472.10 feet from the  
west quarter section corner of said Section  
21. Said corner having California coordinates  
of N 542832.25, E 1392231.11.

Thence along said easterly extension South 88°  
32' 46" East 82.34 feet to the mean low water  
line as it existed in the year 1870.

Thence Northerly along said tide line the  
following courses:

North 10° 44' 00" East 204 feet;

North 06° 44' East 145 feet;

North 07° 11' East 128 feet;

North 12° 47' East 221 feet;

North 20° 52' East 298 feet;

North 21° 39' East 1352 feet;

North 18° 21' East 416.67 feet to a point on  
the easterly extension of the North line of  
said Section 21 which lies South 88° 32' 46"  
West 2345.38 feet from the northwest corner of  
said Section 21, said section corner having  
California Coordinates of N 545469.83; E  
1392296.45;

Thence North 88° 32' 46" West 156.47 feet along  
the North line of said Section 21 to a point  
South 88° 32' 46" East 2188.91 feet from the

northwest corner of said Section 21, said point  
being the intersection of mean high water line  
as it existed in 1870 and the north line of  
Section 21;

Thence Northerly along said mean high water  
line the following courses:

North 20° 19' East, 207.37 feet,  
North 23° 14' East, 254. feet,  
North 27° 55' East, 132. feet,  
North 37° 57' East, 75. feet,  
North 28° 13' East, 140. feet,  
North 23° 28' East, 231. feet,  
North 30° 28' East, 79. feet,  
North 14° 02' East, 124. feet,  
North 21° 09' East, 213. feet,  
North 24° 44' East, 98. feet,  
North 11° 32' East, 150. feet,  
North 24° 01' East, 192. feet,  
North 45° 34' East, 71. feet,  
North 25° 41' East, 88. feet,  
North 27° 03' East, 161. feet,  
North 55° 07' East, 451. feet,  
North 41° 59' East, 135. feet,  
North 58° 14' East, 49. feet,  
North 38° 40' East, 45. feet,  
North 38° 30' East, 512. feet,  
North 48° 46' East, 118. feet,  
North 74° 35' East, 30. feet,

1	North 19° 17' East, 42. feet,
2	North 78° 41' East, 36. feet,
3	North 03° 32' East, 97. feet,
4	North 34° 45' East, 119. feet,
5	North 46° 58' East, 41. feet,
6	North 59° 56' East, 44. feet,
7	North 39° 42' East, 69. feet,
8	North 24° 20' East, 46. feet,
9	North 54° 35' East, 55. feet,
10	North 59° 09' East, 84. feet,
11	North 33° 41' East, 79. feet,
12	North 27° 10' East, 85. feet,
13	North 62° 25' East, 76. feet,
14	North 69° 46' East, 40. feet,
15	North 40° 06' East, 50. feet,
16	North 31° 55' East, 72. feet,
17	North 54° 08' East, 102. feet,
18	North 79° 20' East, 70. feet,
19	South 88° 19' East, 34. feet,
20	North 72° 21' East, 92. feet,
21	North 56° 07' East, 84. feet,
22	North 52° 31' East, 38. feet,
23	North 19° 23' East, 114. feet,
24	North 65° 46' East, 44. feet,
25	North 80° 59' East, 83. feet,
26	North 76° 10' East, 67. feet,
27	North 72° 15' East, 52. feet,
28	North 51° 08' East, 172. feet,

North 54° 36' East, 140. feet,  
North 47° 44' East, 89. feet,  
North 60° 42' East, 47. feet,  
North 25° 46' East, 97. feet,  
North 52° 18' West, 28. feet,  
North 68° 50' West, 33. feet,  
North 41° 30' East, 35. feet,  
North 59° 02' East, 58 feet,  
North 28° 37' East, 63. feet,  
North 31° 09' East, 157. feet,  
North 46° 08' East, 107. feet,  
North 61° 11' East, 46. feet,  
North 57° 10' East, 37. feet,  
North 66° 24' East, 95. feet,  
North 60° 28' East, 34 feet to a point having  
California Coordinates N 550225.92, E  
1398417.45, said point also bears South 57° 08'  
22° East 814.16 feet from the northwest corner  
of Section 15, T5N, R1W, H.B.&M., as shown in  
Book 10 of Surveys, Page 74, Humboldt County  
Records, said Section Corner having California  
Coordinates N 550667.68, E 1397733.56;  
Thence North 45° 53' East 32.08 feet to the  
U.S. meander line of said Section 15, as shown  
on the official township plat prepared by the  
U.S. General Land Office.

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Bearings and distances herein are based on the California Coordinate System, Zone 1.

B. Defendant Louisiana Pacific Corporation is fee owner, free of the public trust easement for commerce, navigation and fishery, of all of the property described in the complaint herein located landward and west of the line of mean high water as said line existed in its last natural condition, which line is described as follows:

Beginning at the intersection of the mean high water tide line, as said line existed in the year 1870, with the east-west quarter section line of Section 21, T5N, R1W, H.B.&M. Said intersection bears S 88° 32' 46" East 1472.10 feet from the west quarter section corner of said Section 21. Said corner having California Coordinates N 542832.25, E 1392231.11.

Thence Northerly along said tide line the following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,  
North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,

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1	North 19° 52' East 165. feet,
2	North 23° 21' East 207. feet,
3	North 21° 14' East 188. feet,
4	North 11° 14' East 159. feet,
5	North 24° 20' East 126. feet,
6	North 39° 32' East 82. feet,
7	North 25° 18' East 143. feet,
8	North 13° 56' East 137. feet,
9	North 3° 11' East 72. feet,
10	North 21° 24' East 263. feet,
11	North 14° 27' East 337. feet,
12	North 20° 19' East, 308. feet,
13	North 23° 14' East, 254. feet,
14	North 27° 55' East, 132. feet,
15	North 37° 57' East, 75. feet,
16	North 28° 13' East, 140. feet,
17	North 23° 28' East, 231. feet,
18	North 30° 28' East, 79. feet,
19	North 14° 02' East, 124. feet,
20	North 21° 09' East, 213. feet,
21	North 24° 44' East, 98. feet,
22	North 11° 32' East, 150. feet,
23	North 24° 01' East, 192. feet,
24	North 45° 34' East, 71. feet,
25	North 25° 41' East, 88. feet,
26	North 27° 03' East, 161. feet,
27	North 55° 07' East, 451. feet,
28	North 41° 59' East, 135. feet,

1	North 58° 14' East, 49. feet,
2	North 38° 40' East, 45. feet,
3	North 38° 30' East, 512. feet,
4	North 48° 46' East, 118. feet,
5	North 74° 35' East, 30. feet,
6	North 19° 17' East, 42. feet,
7	North 78° 41' East, 36. feet,
8	North 03° 32' East, 97. feet,
9	North 34° 45' East, 119. feet,
10	North 46° 58' East, 41. feet,
11	North 59° 56' East, 44. feet,
12	North 39° 42' East, 69. feet,
13	North 24° 20' East, 46. feet,
14	North 54° 35' East, 55. feet,
15	North 59° 09' East, 84. feet,
16	North 33° 41' East, 79. feet,
17	North 27° 10' East, 85. feet,
18	North 62° 25' East, 76. feet,
19	North 69° 46' East, 40. feet,
20	North 40° 06' East, 50. feet,
21	North 31° 55' East, 72. feet,
22	North 54° 08' East, 102. feet,
23	North 79° 20' East, 70. feet,
24	South 88° 19' East, 34. feet,
25	North 72° 21' East, 92. feet,
26	North 56° 07' East, 84. feet,
27	North 52° 31' East, 38. feet,
28	North 19° 23' East, 114. feet,

1 North 65° 46' East, 44. feet,  
2 North 80° 59' East, 83. feet,  
3 North 76° 10' East, 67. feet,  
4 North 72° 15' East, 52. feet,  
5 North 51° 08' East, 172. feet,  
6 North 54° 36' East, 140. feet,  
7 North 47° 44' East, 89. feet,  
8 North 60° 42' East, 47. feet,  
9 North 25° 46' East, 97. feet,  
10 North 52° 18' West, 28. feet,  
11 North 68° 50' West, 33. feet,  
12 North 41° 30' East, 35. feet,  
13 North 59° 02' East, 58 feet,  
14 North 28° 37' East, 63. feet,  
15 North 31° 09' East, 157. feet,  
16 North 46° 08' East, 107. feet,  
17 North 61° 11' East, 46. feet,  
18 North 57° 10' East, 37. feet,  
19 North 66° 24' East, 95. feet,  
20 North 60° 28' East, 34 feet to a point having  
21 California Coordinates N 550225.92, E  
22 1398417.45, said point also bears South 57° 08'  
23 22" East 814.16 feet from the northwest corner  
24 of Section 15, T5N, R1W, H.B.&M., as shown in  
25 Book 10 of Surveys, Page 74, Humboldt County  
26 Records, said Section Corner having California  
27 Coordinates N 550667.68, E 1397733.56;  
28

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Thence North 45° 53' East 32.08 feet to the  
U.S. meander line of said Section 15, as shown  
on the official township plat prepared by the  
U.S. General Land Office.

Bearings and distances herein are based on the  
California Coordinate System, Zone 1.

C. Defendant Louisiana Pacific  
Corporation is the owner of the fee interest,  
subject to the public trust easement for  
commerce, navigation and fishery, of that  
portion of the Property which was patented into  
private ownership by the patent for Tideland  
Survey No. 75, which portion is described as  
follows:

Beginning at the intersection of the mean high  
water line, as said line existed in the year  
1870, with the easterly extension of the  
east-west quarter section line of Section 21,  
T5N, R1W, H.B.&M. Said intersection bears  
South 88° 32' 46" East 1472.10 feet from the  
west quarter section corner of said Section  
21. Said corner having California Coordinates  
of N 542832.25, E 1392231.11.

Thence Northerly along said tide line the  
following courses:

North 12° 52' West 26. feet,  
North 0° 56' East 248. feet,

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North 8° 00' West 180. feet,  
North 13° 33' West 85. feet,  
North 9° 28' East 36. feet,  
North 66° 44' East 109. feet,  
North 24° 06' East 167. feet,  
North 19° 52' East 165. feet,  
North 23° 21' East 207. feet,  
North 21° 14' East 188. feet,  
North 11° 14' East 159. feet,  
North 24° 20' East 126. feet,  
North 39° 32' East 82. feet,  
North 25° 18' East 143. feet,  
North 13° 56' East 137. feet,  
North 3° 11' East 72. feet,  
North 21° 24' East 263. feet,  
North 14° 27' East 337. feet,  
Thence North 20° 19' East 100.63 feet to a  
point on the North line of said Section 21.  
Said point being South 88° 32' 46" East 2188.91  
feet from the Northwest corner of said Section  
21. Said section corner having California  
Coordinates of N 545469.83, E 1392296.45;  
Thence South 88° 32' 46" East along the north  
line of said Section 21 a distance of 156.47  
feet to the mean low water line as it existed  
in the year 1870.  
Thence Southerly along said line the following  
courses:

1 South 18° 21' West 416.67 feet;  
2 South 21° 36' West 1352 feet;  
3 South 20° 52' West 298 feet;  
4 South 12° 47' West 221 feet;  
5 South 07° 11' West 128 feet;  
6 South 06° 49' West 145 feet;  
7 South 10° 44' West 204 feet to the inter-  
8 section of the easterly extension of the  
9 east-west quarter section line of aforesaid  
10 Section 21. Said intersection bears South 88°  
11 32' 46" East 1554.44 feet along said extension  
12 from the west quarter section corner of said  
13 Section 21 which has California Coordinates of  
14 N 542832.25, E 1392231.11;  
15 Thence along said easterly extension North 88°  
16 32' 46" West 82.34 feet to the point of  
17 beginning.

18 Bearings and distances herein are based on the  
19 California Coordinate System, Zone 1.

20 D. Plaintiff Humboldt Bay Harbor,  
21 Recreation, and Conservation District is the  
22 owner, as trustee for the benefit of the  
23 public, subject to the reversionary interest of  
24 defendant State of California, of the public  
25 trust easement for commerce, navigation and  
26 fishery over that portion of the Property which  
27 is described in paragraph C.  
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F. This judgment does not affect any portion of the Property located north of an east-west line drawn through the ending point of the lines described in paragraphs A and B above. The within action is dismissed without prejudice with respect to such portion of the Property.

JEREMIAH R. SCOTT, JR.  
NOSSAMAN, KRUEGER & KNOX

Nov. 17, 1982<sup>3</sup>  
Nov. 17, 1983

Attorneys for Plaintiff  
Humboldt Bay Harbor,  
Recreation, and Conservation  
District

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MITCHELL, DEDEKAM & ANGELL

Dated:

Nov. 17, 1982<sup>3</sup>  
Nov. 17, 1983

By

[Signature]  
Attorneys for Defendant  
Louisiana Pacific Corporation

GEORGE DEUKMEJIAN,  
Attorney General of the State  
of California

N. GREGORY TAYLOR  
Assistant Attorney General

PETER H.F. GRABER  
Deputy Attorney General

Dated: \_\_\_\_\_, 1982

By

\_\_\_\_\_  
Attorneys for Defendant  
State of California